

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ACCELA, INC.**

THIS AGREEMENT, entered into this ____ day of _____, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ACCELA, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Statement of Work
- Exhibit B – Payments and rates
- Exhibit C – License Agreement
- Exhibit D – Maintenance Agreement
- Exhibit E – Hosting Agreement

2. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibits "A" and "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A", "C", "D", and "E."

County agrees to provide Contractor with appropriate access to County's facilities, personnel, data systems, and other resources. County acknowledges that the implementation process described in this Agreement is cooperative in nature and that County must complete its designated tasks in a timely manner in order for Contractor to proceed with and complete the services. County delays during the implementation period may have adverse collateral effects on Contractor's overall work schedule. Although Contractor will use its best efforts to immediately resume work following such a delay, County acknowledges that schedules for the services may be delayed by more than the number of days delayed by County.

County agrees that if additional time is required to complete the services because of County delays, such time will be charged to County at Contractor's then-current time-and-materials rates.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the Exhibits, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A" as to the implementation of the software and Exhibit "B" as to the license, maintenance, and hosting fees. In addition to such amounts, County will reimburse Contractor for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. County will reimburse Contractor for data communication charges at the flat, per-day rate specified in Exhibit "A". Upon County request, Contractor will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Four Hundred Sixty-Two Thousand Four Hundred Sixty-Three Dollars (\$462,463).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2017.

This Agreement may be terminated by Contractor, the Director of Community Development or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement. Notwithstanding, Contractor may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the

Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on Contractor's Commercial General Liability policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the

complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Limitation of Liability

Contractor 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 Agreement; Contractor bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Contractor 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 Contractor's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by County or any other person or entity exceed the fees paid to Contractor by County during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Contractor or its agents have been advised of the possibility of such damages.

17. Confidentiality

17.1 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 Agreement or Disclosing Party's intellectual property rights;

- c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- d) information which is subpoenaed by governmental or judicial authority; and
- e) information subject to disclosure pursuant to a state's public records laws.

17.2 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 Agreement ("Confidentiality Term").

17.3 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, or as may be required by law (including, without limitation, the California Public Records Act). 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.

18. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Director of Community Development
San Mateo County Planning & Building Department
455 County Center, Mail Drop PLN122
Redwood City, CA 94063

In the case of Contractor, to:

Accela, Inc.
Attn: Contracts Administration
2633 Camino Ramon, Suite 120
San Ramon, CA 94583
Fax: 925.407-2722

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ACCELA, INC.



Contractor's Signature

Date: 31 May 2012

Long Form Agreement/Non Business Associate v 8/19/08

Exhibit "A"

In consideration of the payments set forth in Exhibit "A", Contractor shall provide the implementation, data conversion, and/or training services as described in the Statement of Work, according to the billing events schedule described therein.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibits "C", "D", and "E", County shall pay Contractor based on the following fee schedule:

License Deliverables ²	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)	11	\$120,945.00
100% Customer Discount on Accela Land Management	N/A	(\$175,940.00)
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 61,222 Population)	1	\$4,897.76
100% Customer Discount on Accela Citizen Access	N/A	(\$26,887.76)
Accela GIS™ Server Software (Includes 5 Named User s)	1	\$10,995.00
Accela GIS User License Packs (Includes 5 Names Users Per Pack)	6	\$19,770.00
15% Customer Discount on Accela GIS	N/A	(\$4,614.75)
Total of Fees		\$26,150.25¹

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

Maintenance Deliverables	Fees
First-Term Annual Maintenance for Accela Automation® Land Management (1 Server, 60 Named Users)	\$35,188.00
First-Term Annual Maintenance for Accela Citizen Access™ (Based Upon 61,222 Population)	\$5,377.55
First-Term Annual Maintenance for Accela GIS™ (1 Server, 35 Named Users)	\$6,153.00
Total of Maintenance Fees	\$46,718.55²

2 First-Term Annual Maintenance fees are fixed-priced deliverables for which full payment is due upon signing. Annual maintenance renewal fees for years two (2) through five (5) will remain unchanged from previous year's fees. Commencing in year six (6) and thereafter, maintenance fees will be subject to a five percent 5% increase over the previous year's fees. Accela will continue to support County's Tidemark Advantage applications, at no additional cost to County, until Go-Live. A pro-rated credit representing paid maintenance fees for the period covering June 1, 2012 to May 31, 2013, will be provided to County as an account credit, which may be applied to amounts owed to Accela by County for maintenance; said credit will be calculated from contract signing effective date to May 31, 2013.

Hosting Deliverables	Fees
First-Term Annual Managed Services for Accela Land Management	\$30,000.00
First-Term Annual Managed Services for Accela Citizen Access	\$2,448.88
First-Term Annual Managed Services for Accela GIS	875.00
Total of Hosting Fees	\$33,323.88³

3 First-Term Annual Managed Services fees are fixed-priced deliverables for which full payment is due upon signing. Annual Managed Services fees for years two (2) through (5) will remain unchanged from the previous year's fees. Commencing in year six (6) and thereafter, managed service fees will be subject to a five percent (5%) increase over the previous year's fees.

THE LEADING PROVIDER OF
GOVERNMENT ENTERPRISE MANAGEMENT SOLUTIONS

EXHIBIT A

Scope of Work for the Accela Automation Tidemark Upgrade



May 2nd 2012
V7

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OVERVIEW

This Statement of Work ("SOW") sets forth a scope and definition of the professional services to be provided by Accela, Inc. ("Accela") and TruePoint Solutions ("TruePoint"), (collectively, the "Accela Team") for **San Mateo, County** ("County").

SERVICES DESCRIPTION

PURPOSE

The Accela - Tidemark Advantage products purchased by the County will be upgraded to the Accela Automation (AA) Land Management module and the current version of Accela GIS and Accela Citizen Access. The functionality currently implemented via the Tidemark Advantage Products will be migrated to the AA products, and enhanced functionality newly available in AA will be implemented where appropriate. The Accela Data Mapping tools that facilitate the conversion from the Tidemark schema to the AA schema will be utilized.

Accela Automation Land Management module, Accela GIS and Accela Citizen Access, will be implemented for the County to meet defined requirements within the current software functional capabilities. The Accela team will deliver its Services throughout the Implementation Lifecycle and in the form of Tasks described in the Work Description section(s). Multiple tasks will be associated to the 6-Project Stages as defined in Section "Accela Implementation Methodology."

PROJECT ASSUMPTIONS

- County and Accela team will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- County personnel will be involved in the setup and configuration processes.
- County will provide Accela team with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- County will provide work space for the Accela team for work completed on County premises.
- County will maintain primary responsibility for the scheduling of County employees and facilities in support of project activities.
- County will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all required Accela software that is not hosted by Accela.
- For use with Accela Citizen Access, County 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
- Accela team will implement the most current version of Accela Automation at the time of the contract signing
- Change Order process: Should the County identify additional work as a part of this engagement, at any point during the project duration, or if additional hours are necessary to complete the task(s) as described and estimated in this SOW, the Accela Team will issue a Change Order to reflect the additional costs (if any) associated with the change for review and approval by the County. No additional work will be undertaken without prior consent of the County. See Appendix SOW-A for the Change Order template. If hours are available from tasks that are complete those hours can be used on other tasks with the prior consent of both parties.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the County and Accela team identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While the Accela team cannot guarantee specific expertise for County staff as a result of participating in the project, the Accela team will make all reasonable efforts to transfer knowledge to the County. It is critical that County personnel participate in the analysis, configuration and deployment of Accela Automation in order to transfer knowledge to the County. After the post production assistance tasks are completed by the Accela services team, the County will be responsible for supporting Accela Automation. The County will receive basic support thru the Accela Customer Research Center(CRC). This support will be defined in more detail in your Maintenance agreement. The County will also have the option to purchase additional services thru Accela or TruePoint.
- **Dedicated County Participation** – The Accela team fully understands that County staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Automation implementation project. However, it is critical that the County acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan.

SCHEDULE

Upon execution of this SOW, both parties will subsequently collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the Project Manager will work with the County 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 Project Manager will work closely with County to update, monitor, agree, and communicate any required changes to the project schedule.

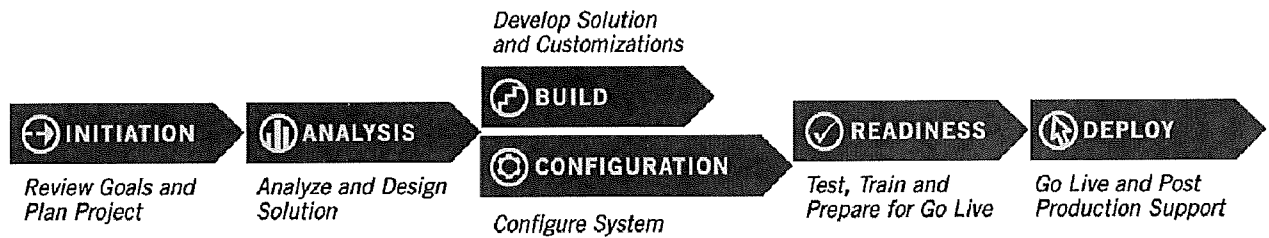
ACCELA AUTOMATION IMPLEMENTATION PROCESS

The Accela team is committed not only to providing a superior software solution for the County's current and future needs, but also to assist the County in the successful implementation and deployment of the solution. The Accela team has over 25 years of providing permitting systems for the public sector and is the only vendor in this market to have successfully installed and deployed a true 3-tier web-based solution.

The Accela team will work with County staff to optimize Accela's portfolio of software, and the customer experience to enable the County to successfully deploy its Accela Automation solution and meet its functionality, timing and cost requirements.

This is a fixed price project with a projected/estimated number of hours (1622 hrs.). The hourly rate for the Professional Services provided in this SOW is \$175 per hour. The total cost for the Professional Services and travel expenses described herein are estimated at \$299,570. Professional Services will be invoiced monthly as services are delivered. Travel related expenses will be invoiced monthly as incurred. The Accela team will communicate with the County Project Manager on a task by task basis to ensure there are no surprises when it comes to the actual hours worked and billed as the project progresses.

The following diagram depicts the implementation process, broken down into six project stages:



SCOPE OF SERVICES

This project will use a joint team approach to collaboratively configure and implement the Accela Automation software. The system will be implemented using a combination of resources from the County and Accela team. This will ensure the County is prepared to maintain the system going forward by having hands on experience during the configuration. The following sections describe the proposed implementation services for the County in detail. The project will include the following County departments, Accela modules and add-on products:

County Departments

- Building
- Planning
- Public Works

Accela Products

- Accela Automation; Land Management Module
- Accela Citizen Access
- Accela GIS

INITIATION

PROJECT INITIATION

During the Project Initiation stage, the Accela team will create a project plan with a critical path summary, as well as review, in conjunction with the County project staff, all project milestones and deliverables that detail the effort described for this engagement. The draft of the project plan will be incorporated into a Master Project Plan that will be maintained by the Accela team and the County.

A Project Kickoff meeting will also take place during this project stage.

The Accela team will provide up to 32 hours (\$5,600) of services from the Project Initiation cost category

ACCELA HOSTED SITE SETUP AND INSTALLATION

The Accela team will setup an Agency for the County of the Accela Hosted site in the PRODUCTION and SUPPORT environments. A Project Kickoff meeting will also take place during this project stage.

The Accela team will provide up to 16 hours of services to setup the hosted environment.

PROJECT MANAGEMENT

The Accela team will perform project management services needed to plan and monitor execution of the project in accordance with deliverables outlined in the Scope of Work. To support the implementation of the Accela Automation solution at the County, The Accela team will provide up to 160 hours (\$28,000) of Project Management services throughout the project. Generally these services include the following:

- Project Initiation
- Change order management
- Issue log management and escalation
- Resources management
- Meetings management

Project Management tasks will be shared between the Accela team Project Manager and the County Project Manager. A project plan will be maintained and monitored using Microsoft Project.

ANALYSIS

CONFIGURATION ANALYSIS

During the Configuration Analysis stage, The Accela team will conduct interviews with key representatives from County offices involved in the permitting processes for each department. The Configuration Analysis will document the current permitting processes in the Tidemark System. The Accela team will gather requirements from the County and make recommendation where appropriate. Recommendations would focus on ways to leverage the business processes, workflows, and technologies available in Accela Automation that currently do not exist in Tidemark.

During these configuration analysis workshops The Accela team will:

- Review and chart each business process as a basis for configuration in Accela Automation's workflow tool, including notifications, holds and conditions.
- Review and document intake requirements, forms, and data fields for each permit/business process type
- Collect and document output requirements (documents/letters/reports).
- Collect and document fees, fee schedules, and collection procedures for each permit/business process type
- Collect and document all required inspections, prerequisites, and inspection result options for each permit type

The Accela team will develop specific System Configuration Documentation for all record types that will be configured in Accela Automation. The Accela team will provide up to 160 hours (\$28,000) from the Configuration Analysis cost category.

The Configuration Document will fully define:

- Record Types
- Record Type Masks
- Record Specific Data elements
- Intake Forms
- Record Statuses
- Workflows
- Fees

- Fee Schedules
- Fee Calculations
- Account Codes
- Inspections
- Inspection Results

The completed configuration document will be delivered to the County as a final deliverable from this project phase.

County Responsibilities:

- Arrange for the availability of appropriate technical computing environment and system analysts to support the Configuration Analysis activities.
- Make available the appropriate County key users and content experts to participate in the Configuration Analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide information and data in the formats specified that will be needed for system setup and application configuration.

The Configuration Analysis Document will be accepted when the Accela Team and the County agree that each business process has been appropriately documented in the configuration document. Acceptance must be completed prior to beginning System Configuration.

CONFIGURATION

SYSTEM CONFIGURATION

The Accela team will provide professional services to configure Accela Automation in accordance with requirements established and agreed upon during the System Configuration Analysis effort. Based on the System Configuration Document, the Accela team will configure the Record types in Accela Automation. The Accela team will involve County staff in the configuration of the required Record types as part of the Accela Automation Administration training. Event Scripts will also be discussed and addressed as part of the configuration task.

A typical use of an Event Scripts would include batch routines for processing expired building permit renewals, auto population of fees, automatically updating the workflow based on some other action like a completed final inspection and sending notification emails based on rules built in the system. Final requirements for scripts will be determined during Business Analysis.

Each Record type developed will include all associated workflows, fees, inspections, conditions and other key system features in support of County requirements. Specific Record types to be developed will be determined during the System Configuration Analysis.

The deliverable from the System Configuration will be Accela Automation system configured in accordance with the System Configuration Document specifications. The Accela team will provide up to 280 hours (\$49,000) from the configuration cost category.

Once the base configuration is in place the Accela team will create an administrator and daily user console to be used during testing. County staff will be trained and responsible for creating users, user groups, consoles, customized portlets, customized ASI from layouts, and expression editor rules as needed for their configuration.

County Responsibilities:

- Identify and make available staff members who will work with the Accela team through this process and take responsibility for providing information for and validating the Record types to be configured.
- Arrange the time for qualified decision makers and business experts for the design review/configuration analysis sessions that are critical to project success.
- Unit testing and final system testing of the configuration.

The County will test the configured system for purposes of validating the Record types configured. The records will be accepted when the Accela team and the County agree that all requirements, objectives, and scope have been appropriately defined in each Record type per the configuration document. Acceptance will also be based on the County's assessment that the transfer of knowledge on configuration functionality and techniques was adequate for County IT staff to perform configuration activities on their own.

BUILD

The Build stage includes development of a Parcel and Owner interface from outside sources, Tidemark conversion, development of Event Scripts to automate business processes, integration support for Hello IVR and the installation and configuration of Accela add-on products.

ADDRESS, PARCEL AND OWNER INTERFACE

The Accela team will deliver an interface to populate Address, Parcel and Owner (APO) information. This project task is expected to not exceed 40 hours from the APO Interface cost category.

- The County will create a flat file in the standard Accela format for APO data that is compatible with the Accela standard staging tables, which TruePoint will use to update the Accela reference data. This process can be set up to run occasionally after the implementation in corporation with the Accela Customer Resource Center.
- In addition to the standard data fields the County may choose to add additional parcel attributes to the parcel data in the Land management system. These will be defined as part of the business analysis process.

County Responsibilities:

- Allocate the time for qualified business and technical experts for the interface requirements sessions that are critical to the project success.
- Provide data in the format specified by Accela.
- Assist in the interface/data mapping process.
- Ensure that the data populates successfully according to the interface requirements document.
- Allocate the time for qualified personnel to test the interface for acceptance

The APO interface will be accepted when the County agrees that all data is being created or updated successfully.

If the County decides to use the Accela XAPO functionality instead of the standard APO uploads to the reference tables, the XAPO configuration services can be substituted here for the same level of effort of 40 hours (\$7,000).

SUPPORT FOR HELLO IVR INTEGRATION

The Accela team will provide 40 hours (\$7,000) of support to County staff to create integration to Hello IVR using Accela standard govXML calls. The Accela team will provide a support role while County resources perform the majority of the work on the integration. The standard GovXML_7.2.0_Schema doc's will be provided to the County resources.

TIDEMARK CONVERSION

The conversion of historic data from the existing database is one of the most significant aspects of a project when migrating from one system to another. The required data mapping effort will be conducted by the Accela Team working directly with County personnel. Once the data mapping has been defined, The Accela team will ask that a representative of the County sign off on the data maps. The Accela team will load the data based upon the data maps specification provided by the County using the standard Tidemark to Accela Automation tool. The Accela team will be responsible for the data conversion programs to load data to the Accela Automation database in the Support and Production Environment. The Accela team will provide up to 280 hours (\$49,000) of data migration efforts for the conversion process from the Tidemark conversion cost category. There are also an additional 16 hours budgeted for the final imports of data into the Accela Hosted site.

The Conversion task will be accepted when the Accela Team and the County agree that each of the conversion routines have been tested and are working properly.

A final conversion will also be run over the go live weekend.

REPORTS DEVELOPMENT

There are 150 hours (\$26,250) budgeted for the creation of a customized reports. The Accela team will create as many reports as possible for this budget but will also focus on providing assistance to County staff on creating reports. TruePoint will provide the access to any reports from our report library. Basic training on the database schema and report creation techniques will be covered in the training budget.

ADD-ON PRODUCT - ACCELA CITIZEN ACCESS

The Accela team will work with County staff to configure the Accela Citizen Access add-on module. The Accela team will provide up to 120 hours (\$21,000) from the Accela ACA cost category.

The Accela team will deliver and configure the Accela Citizen Access module and work closely with County staff to configure one Citizen Access site. Citizen Access will extend certain aspects of the internal Accela Automation configuration for use by the general public. Features available for configuration include:

- Permit Application and Issuance
- Inspection Request
- Inspection Results
- Status Tracking

County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing and quality assurance throughout the setup process
- Procure appropriate online merchant account for processing of online credit card payments
- 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 information on the services and selected Record Types that the County desires to offer via Accela Citizen Access

Acceptance Criteria:

Acceptance will require the successful demonstration of the ACA module within the Accela system to County.

ADD-ON PRODUCT - ACCELA GIS

The Accela team will install and configure Accela GIS to link and leverage existing County GIS coverage information, including assistance with establishing the map service to be used in conjunction with Accela GIS and configuring one dynamic theme as defined by County. The Accela team will provide up to 40 hours (\$7,000) from the Accela GIS cost category. There are also an additional 8 hours (\$1,400) budgeted to work with County IT to establish a VPN tunnel between the County and the Accela Hosted site for Accela GIS.

County/County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria: Acceptance will require the successful demonstration of the GIS module within the Accela-system to County/County.

READINESS

USER ACCEPTANCE TESTING

This task is to test that the configured solution meets the agreed to solution as defined in all other tasks above. The Accela team will provide assistance to the County as needed by providing UAT support and facilitating UAT completion. The Accela team will provide up to 80 hours (\$14,000) for this task.

County Responsibilities:

- Provide timely and appropriate responses to Accela’s request for information
- Make available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by County
- County intends to utilize the Use Cases documented in each System Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

This task will be accepted when County agrees that the configured solution meets the agreed to solution as defined in the configuration document.

The County will use the Configuration Document as the main baseline for testing. Sample Tidemark cases should also be defined as test cases to be manually created in Accela. This is a common best practice for verifying fee totals are consistent to results from Tidemark.

TRAINING

Administrative and Train the Trainer Training: The Accela team will provide up to 80 hours (\$14,000) of on-site and/or remote WebEx training sessions for the following areas: Daily Activities, Administrator, Event Scripting, Report Schema, and System Maintenance. Training hours will be distributed among the training categories as mutually agreed by the Accela team and the County project stakeholders. Training will be train-the-trainer or actual administrator training depending on the class. The County Project Manager will identify those individuals to be trained in each of the above categories. These training classes will be scheduled throughout the implementation process as appropriate.

A possible breakdown of the training activities could be:

Class Title & General Components	Class Length	Recommended Participants
Core Team Introduction to Accela	1 days	Core implementation Team
System Administration Training including basic ESME	3 days	System Administrators
Report Writing for Accela Automation	2 days	Report Writers
Accela Citizen Access Admin	.5 day	System Administrators
Accela GIS Admin	.5 day	System Administrators
Train the Trainer Training	1 days	City Trainers
End User Training Support	2 days	City Trainers and End Users

The Accela Team and County Responsibilities:

- Properly 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.

DEPLOYMENT

PRODUCTION GO LIVE SUPPORT

Production is defined as the first production use of the system. The Accela team will be on site during the cutover process and provide up to 40 hours (\$7,000) of support for the County end users and project team.

At the end of the support period, a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela CRC for the purpose of transitioning support of the Agency to Accela CRC.

PROJECT RESOURCES AND LOCATION OF WORK

WORK LOCATION

Services contracted for under this Scope of Work may be performed remotely and/or at the County on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein. When on-site activities are required at the County, the Project Manager will coordinate with the County Project Manager to secure suitable accommodations to meet the specific engagement requirements. It is anticipated the Accela team will require, at minimum, facilities to accommodate on-site System Configuration Analysis and Training. The Accela team will also require Internet access during on-site configuration efforts that will occur during the course of the project.

ACCELA AND TRUEPOINT RESOURCES

Accela and TruePoint will assign key Professional Services resources for this engagement with the County. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. It should be understood that Accela/TruePoint, at its sole discretion, with appropriate notice to the County, may choose to augment or replace individuals on this team with other qualified team members at any time during the course of this effort. The Project Manager shall assume full responsibility for the coordination of this team and its interaction with key County resources assigned to the effort

COUNTY RESOURCES

The County will provide the following personnel to work together with the Accela team to deliver the Services as presented in this document, and make additional personnel available as necessary to ensure the success of this engagement. Additionally, the County should identify one or two users of the new system to be trained as administrators or "power users."

The following list identifies functional roles required by this project, along with a brief description of their anticipated contribution to the project's success. We suggest that you make the following appointments and share the outlined duties with the appropriate appointee. It is critical to the success of your implementation that the team members chosen be available during the implementation cycle, and schedule the time needed to participate fully in the planning and configuration processes.

Project Sponsor

Responsibilities include the following:

- Ultimate responsibility for the success of the project
- Creating an environment that promotes project buy-in

- Driving the project through all levels of the County
- High-level oversight throughout the duration of the project

Project Manager

Responsibilities include the overall administration, coordination, communication, and decision-making associated with the implementation.

- Planning, scheduling, coordinating and tracking the implementation with the Accela team and across the departments within the County
- Identifying and recruiting the in-house project implementation team
- Attending the initial workshop training
- Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track

Departmental Representatives

A user representative for each affected department should be appointed. These critical appointments may well determine the success of the Accela Automation implementation.

The departmental representative(s) should have a clear understanding of all the business processes that Accela Automation will affect within their department, and how those business processes cross-departmental boundaries. Ideally, they will have been involved in the initial purchasing decision and have a solid understanding of how the Accela Automation system will interact with departmental business processes. They will be the initial contact person within a department for all Accela Automation issues before, during, and after the implementation. These individuals should be able to make solid business decisions, and have a vested interest in the success of the implementation of the system. Additionally, the ability to effectively communicate with their peers and the project team will be essential. Confidence that the right decisions are being made will promote acceptance by the general user community.

Schedule flexibility will be expected of the departmental representatives, as there will be crucial periods in the implementation process that will require dedicated time.

Responsibilities include:

- Attending the project kick-off
- Willing and able to gather data and make decisions about business processes
- Assisting in creating the specifications for custom modifications
- Reviewing and testing the completed modifications

Recommended Requirements:

- Clear understanding of the user's perspective and needs
- Clear understanding of the current business processes

INVOICES AND PAYMENT

Invoices will be provided to the County at the end of each month for services provided and approved on project tasks that month. Total billing for each task cannot exceed the total amounts listed for each task without an agreed upon change order by all parties.

The County will create a contingency fund that will be available under this SOW if additional work is requested. The Change Order Form in Appendix A will be used if the County desires to use contingency funds for additional services.

The table below represents the Task breakdown and services budget for the implementation. This table is not a payment schedule and does not reflect the amounts to be paid to Accela by Agency at the completion of each Project Task.

Task	Hours Budget	Cost
Project Initiation	32	\$5,600
Project Management	160	\$28,000
Installation (Accela hosted PROD and SUPP)	16	\$2,800
Configuration Analysis	160	\$28,000
System Configuration	280	\$49,000
Event Script Automation	80	\$14,000
Address Parcel and Owner Interface	40	\$7,000
Support for Hello IVR integration	40	\$7,000
Tidemark Conversion to AA	280	\$49,000
Tidemark Conversion (Data loads into hosted site)	16	\$2,800
Report Creation	150	\$26,250
Training	80	\$14,000
Accela Citizen Access Configuration	120	\$21,000
Accela GIS Configuration	40	\$7,000
Accela GIS - Hosted Site VPN setup	8	\$1,400
User Acceptance Testing / Go Live Prep	80	\$14,000
Go Live Support	40	\$7,000
Service Totals	1622	\$283,850
Travel Expenses (as Incurred)		\$15,720
Total Services Budget		\$299,570
20% Contingency for additional services if needed	324	56,700
Total available funds for services if change order are required		\$356,270

10% of the total Services Budget will be invoiced at project kickoff – \$28,385

Time will be invoiced at the end of each month for hours worked on tasks that month. The hourly rate for monthly billing will be \$140.00 per hour.

10% of the total Services Budget will be invoiced 30 days after go live - \$28,385.

EXPENSES

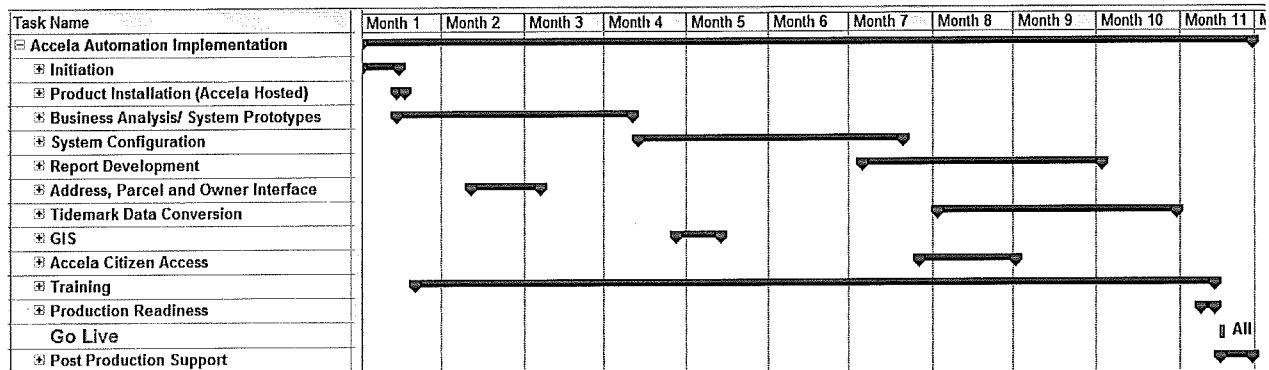
All out-of-pocket travel & lodging expenses incurred by TruePoint and Accela resources in the performance of this Scope of Services will be reimbursed by the County as incurred. Out-of-pocket travel and living expenses include but are not limited to airfare, transportation, lodging, parking, and meals. The travel and expenses budget for the project is \$15,720.

The expense estimate is based on the following assumptions for on-site activities

Travel Expenses	Trips	Trip Costs	On-site days	Per Day	Total
	20	\$120	74	\$180	\$15,720
	20		74		\$15,720

PROPOSED PROJECT DURATION

The expected duration of the project will be about 11 months. A generic timeline for major tasks could follow the durations below.



APPENDIX A: CHANGE ORDER FORM

Change Order

County:		CO #:	01
Project:		Date:	
Contract #:		Date:	
Amendment #:		Date:	
Lease Agreement #:			
SOW #:			
Initiating Department:			
Initiated By:			
Change Category:	<input type="checkbox"/> Product	<input type="checkbox"/> Project	<input type="checkbox"/> Contract
Priority:	<input type="checkbox"/> High/Critical	<input type="checkbox"/> Medium	<input type="checkbox"/> Low

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. <issue name>
 - issue details / scope impact:
 - schedule impact:
 - resource impact:
 - cost impact:

2. <issue name>
 - issue details / scope impact:
 - schedule impact:
 - resource impact:
 - cost impact:

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

DISPOSITION COMMENTS:

Disposition: Approved Rejected Closed See Comments
Date:

EXHIBIT C - LICENSE AGREEMENT

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. Term and Termination

- 1.1 Term This LA is effective as of July 1, 2012 ("Effective Date") and will continue until terminated as provided herein.
- 1.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to County are cancelled and revert to Accela.

2. Intellectual Property License

- 2.1 License The software products ("Software") listed in Exhibit B 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 County a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
- 2.1.1 The Software is provided for use only by County employees.
- 2.1.2 The Software will be delivered or made available to County for electronic download from Accela's File Transfer Protocol ("FTP") site.
- 2.1.3 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 County 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 County's use of the Software to ensure that County has paid for an appropriate number of licenses. Should the results of any such audit indicate that County's use of the Software exceeds its licensed allowance, County 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 County upon assessment. County 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 County's unlicensed use of the Software.
- 2.1.4 County may make backup copies of the Software only to protect against destruction of the Software. County may copy Accela's documentation only for internal use by County's employees.
- 2.1.5 County may not make any form of derivative work from the Software, although County is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to County by Accela.
- 2.1.6 County may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 2.1.7 County 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 County's possession or control.

- 2.1.8 County 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.
- 2.1.9 County 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; County is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. County may not decompile or reverse-engineer the Software.
- 2.1.10 All rights not expressly granted to County are retained by Accela.

2.2 License Warranties

- 2.2.1 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 County 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.
- 2.2.2 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.
- 2.2.3 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.

2.3 Compensation

- 2.3.1 License Fees In exchange for the Software described hereinabove, County will pay to Accela the amounts indicated in Exhibit B.
- 2.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption. County will be invoiced for all amounts upon occurrence of the billing events described in Exhibit B. 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 County.

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, County 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. County

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 Section 3 and all subsections thereof.
- 3.3 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by County.
- 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.

END OF DOCUMENT

EXHIBIT D - MAINTENANCE AGREEMENT

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

2. Term and Termination

2.1 Term This MA is effective as of July 1, 2012 and will continue for a period of five (5) years. County may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will be calculated as twenty percent (20%) of the then-current list license fees. Should County fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If County resumes maintenance coverage after one or more periods without such coverage, County 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.

2.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to County are cancelled and revert to Accela.

3. Scope of Maintenance

3.1 Maintenance Services

3.1.1 Telephone Support Accela will provide County 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 County with one or more electronic mail addresses to which County 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 County 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 County via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.

3.1.5 On-Site Support If County does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to County at Accela's then-current time-and-materials rates. In addition to these charges, County 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 County as such updates are generally-released by Accela. Software updates will

be delivered or made available to County 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 County 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, County'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 County'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 County 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, County'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 County's maintenance request.

3.4 Compensation

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

3.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption.

County will be invoiced for all amounts upon occurrence of the billing events described in Exhibit B. 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 County.

4. Other Terms and Conditions

- 4.1 County Obligations As required, County will provide Accela with appropriate access to County's facilities, data systems, and other resources. If Security restrictions impair such access, County acknowledges that some maintenance services hereunder may not be provided to County. It is County's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If County's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge County for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.
- 4.2 Proprietary Rights The remedial methods, software updates, and product information provided to County 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 County a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and County.
- 4.3 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 County or any other person or entity exceed the fees paid to Accela by County 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.
- 4.4 Survival The following provisions will survive the termination or expiration of this MA: Section 2.1, as to County'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 County's obligation to pay any fees accrued or due at the time of termination or expiration; and Section 4 and all subsections thereof with the exception of Subsections 4.1.
- 4.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by County.
- 4.6 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.

END OF DOCUMENT

EXHIBIT E - HOSTING AGREEMENT

1. Parties This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.
2. Term and Termination
 - 2.1 Term This HA is effective as of July 1, 2012 and will continue for a period of five (5) years. County may elect to continue these hosting services for an additional annual term by paying to Accela the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of five percent (5%). During the thirty-six (36) months following the effective date, County has the option to terminate this HA without penalty or further obligation, other than those described in Section 4.
 - 2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to County are cancelled and revert to Accela.
3. Hosting Services
 - 3.1 Scope of Hosting Services Accela will provide the hosting services described herein and in Exhibit B for the following software products ("Hosted Applications"):
 - Accela Automation® Land Management
 - Accela Citizen Access™
 - Accela Mobile Office™
 - Accela GIS™
 - 3.2 System Administration and Security The Hosted Applications will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of County's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.
 - 3.3 Infrastructure Availability Accela will endeavor to provide County with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which must be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Accela warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, Accela will provide a credit to County's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by County in writing or by e-mail to Accela and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to County.

3.4 Warranty Accela will commence and complete the obligations described in this HA 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 and availability of the Hosted Applications does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, County's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Accela for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U=O/(M-P)*100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting fees
Less than 99.0% but greater than or equal to 95.0%	35% of pro-rated monthly hosting fees
Less than 95.0%	100% of pro-rated monthly hosting fees

4. County Property County warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. County retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this HA. Within thirty (30) calendar days following termination or expiration of this HA, County may request that Accela provide a complete copy of County's data, as such may be updated or modified by County's use of the Hosted Applications, to County in a machine-readable format. Accela will comply in a timely manner with such request, provided that County a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays all unpaid amounts due to Accela. If County elects to transition to another hosting option, including self-hosting or hosting by third parties, Accela will assist County during such transition to ensure uninterrupted access to County's data and the Hosted Applications, provided that County pays all costs of and associated with such services, as applicable.

4.1 Transition Service Pricing A Transition Fee of \$29,900.00 will be charged should County elect to self-host. The fee will cover the cost of transitioning data and services from Accela's servers to the County's servers. The services cover moving the then current configuration and all data hosted by Accela at the time of the cut over to the County's environment.

4.2 Statement of Work for Transition Services

Definition: During the System Setup step of the self-hosted phase of this project, Accela's technical staff will work with the County technical group to ensure that the components for hardware, software, database, network, and Internet are in place for the hosted test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela Automation hosted environment. Specifically, Accela will perform the following tasks:

- Install Accela software and perform quality assurance checks on the configuration and performance within key performance areas such as but not limited to the following: Application Search, Application Select, Workflow Select, Assign Inspection. As well, Peripherals will have key areas to test maximum performance.

- Migrate all System and Transactional data and then we will run comparison-timed studies in the following key areas stated above (Note: Comparison-timed studies will be based upon our Production Environment)
- Resolve performance issues by database and server tuning (memory allocation).
- Demonstrate that the Accela Automation applications are operational in the County environment.

The deliverable from the System Setup will be the installation of the self-hosted test and production environments.

County Responsibilities:

- Arrange for the availability of appropriate people 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 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.

Acceptance Criteria: The System Setup will be accepted when Accela and the County agree that the self-host environments are successfully installed and configured. The County will be asked to confirm acceptance, and respond within 10 working days of its delivery with an acceptance signature or exception list. Accela has 10 working days to respond with corrections. If the County does not respond in 10 working days, the System Setup is considered accepted by the County.

5. Compensation

5.1 Hosting Fee In exchange for the Hosting Services described hereinabove, County will pay to Accela the amounts indicated in Exhibit B.

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

6. Other Terms and Conditions

6.1 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 HA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Hosting 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 County or any other person or entity exceed the fees paid to Accela by County 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.

- 6.2 Survival The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to County's obligation to pay any fees accrued or due at the time of termination or expiration; and Section 7.
- 6.3 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by County.
- 6.4 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

Exhibits Follow.

END OF DOCUMENT

EXHIBIT E-1 Hosting Services

Accela will provide hosting at a SAS-70 Tier II or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SAS-70 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The proposed solution shall operate with an Oracle database backend.

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, test, production and staging environments.

Accela shall provide a business continuation strategy that can be implemented in the event of catastrophic failure at the Accela's primary site; such a strategy will provide that the Accela backup site will be live and functional within 24 hours.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for extended warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data using Oracle RMAN-based, compressed backup sets. . The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage

system. Accela's backup strategies and fully redundant DR site ensure that a complete system rebuild of data will not be necessary.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela will provide the customer with a full database export on a monthly basis. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week. Data exports will be posted to the Accela FTP site within 72 hours of the request.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware.

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide a mirrored backup of the system.
2. Accela will provide, manage and maintain, for the System, the physical hardware, racks, and switches. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

- Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage

D. Facilities Services

Accela will provide a PCI compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
 - Provide the operational support processes required for up/down monitoring
 - Document and track all detected problems using the site problem management process
 - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
 - Perform systems operation functions such as power on/off and start/stop/reset device intervention
 - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
 - Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela will perform the following:
 - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
 - Monitor system software status and take necessary action to resolve any issues
 - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
 - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
 - Install patches per vendor instructions for security exposures deemed critical by the vendor
 - Participate in the identification of connectivity and associated network problems
 - Plan and implement necessary changes for the System
 - Document and track all configuration management changes using the site change management process
 - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system and flat-file data.
2. Accela will perform the following:
 - Design and implement the backup Plan
 - Perform backups

- Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela will perform to following:
 - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
 - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
 - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
 - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database to retrieve data
- Use of the logical export to restore the data to a new database to export it.
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance

Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the DR site in case of a severe primary site outage.

END OF DOCUMENT

EXHIBIT E-2
Support Services

The following definitions are provided to help in understanding the information within this exhibit:

Step 1: This column represents Accela's acknowledgment of a problem and the time by which Accela will begin the information gathering and the trouble-shooting process.

Step 2: This column represents the timeframe in which Accela will address the problem and provide a fix or workaround to restore the Systems to operate in accordance with the service specifications. The goal is to provide a fix or a workaround for a problem as soon as possible. Accela shall work on critical issues continually until a satisfactory problem resolution can be reached.

Step 3: This column indicates the time by when Accela will provide a solution. This may be in the form of a tested service pack or completely new coding depending on the problem requirements and timetable.

SEVERITY / URGENCY	STEP 1	STEP 2	STEP 3
<p>1) Critical Outages: One or more components of the System are subject to an unplanned outage and operations cannot be performed. This includes situations of data corruption for which backup data is needed to restore normal operations as well as security breaches as well as server hangs or other hardware issues. No workaround is available. <u>Example:</u> Database crashes and system is offline.</p>	15 minutes	Work starts immediately upon acknowledgment and continues until resolved.	Within 60 calendar days.
<p>2) Urgent Performance Issues: One or more components of the System is not functioning in a manner that allows users to operate the applications in a timely manner, impacting normal aspects of business operations or user productivity. <u>Example:</u> Application release impacts fee processing for one or more customers.</p>	15 minutes	1 to 4 business days	Within 90 calendar days.
<p>3) Serious Functionality Issues: One or business functions of the System are not functioning in accordance with the specifications for that component but most operations continues. A known workaround exists and Accela is able to implement the workaround without service interruption to System users. <u>Example:</u> Application release impacted query optimization resulting in sub-optimal performance.</p>	1 hour	Within 10 business days	Next scheduled Software Release

<p>4) Low Assistance/Training Requests: The agency requires information or assistance on software capabilities, installation, or configuration; the agency reports a cosmetic or documentation problem that has no material impact on current productivity; or the agency reports a problem or suggestion that would result in a system enhancement. <u>Example:</u> Customer requests a new ACA wrapper to change public facing website appearance.</p>	4 hours	Worked on a time-available basis	As appropriate
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Accela will create and maintain a Problem Resolution Process. This process will describe how problems will be reported, tracked and resolved.

1. Accela will provide County 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 New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. If any of these days fall on a weekend, the holiday will be observed on the closest weekday. Accela will provide County with one or more electronic mail addresses to which County may submit routine or non-critical support requests, which Accela will address during its regular business hours, 8:00 a.m. until 6:00 p.m. Pacific, Monday through Friday.
2. The Accela Help Desk will respond to the agency's identification of System environment issues as defined in the Response Definition and Expectation Table, which specifies the level of response to a request based on a problem's assigned severity, and the duties of Accela with respect to each request, based on a problem's assigned severity. Accela shall respond to critical problems by providing advice, by resolving defects or errors, either onsite or via remote access, or by providing hands-on training to the agency to implement corrections to the Systems.
3. Accela will be responsible for scheduling or managing support from external vendors as required by a particular hardware or software program/system covered under maintenance agreements held by Accela.

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