

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *B-14

Urgent

Routine

AGENDA DATE September 13, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the One-Stop Permitting Software Contract to Accela, Inc. of San Ramon, California, and Related Actions

STAFF RECOMMENDATIONS:

1. Award the One-Stop Permitting Software Purchase Contract to Accela, Inc., of San Ramon, California for a cost not to exceed \$497,864.53 and authorize the Director of Planning and Community Development to sign the contract and all related documents.

(Continued on page 2)

FISCAL IMPACT:

The contract cost to purchase and implement the software from Accela, Inc. is estimated to be \$497,864.53. This price includes software licensing, software implementation, data conversion, installation and configuration, and training for Stanislaus County staff. Third-party software costs are estimated at \$55,738, and hardware costs are estimated to be \$25,941. Total cost for year one inclusive of all hardware, software and labor is expected to be approximately \$650,998.

(Continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-530

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

2. Authorize the Director of Planning and Community Development to take all necessary steps to implement the project as described, including but not limited to: acting as project sponsor, signing all appropriate contracts, subcontracts, and purchase agreements up to \$651,000 for the entire project implementation, including approval of change orders and budget adjustments not to exceed an additional ten percent (10%) of the total project implementation cost up to an additional \$65,100.
3. Authorize a modification of the 2011-2012 budget for the Department of Planning and Community Development Building Permits Division to include the purchase and implementation of the One-Stop Permitting Software.
4. Direct the Auditor-Controller to increase appropriations and estimate revenue in the Planning and Community Development – Building Permits budget as detailed on the attached financial transaction form.

FISCAL IMPACT: (Continued)

Costs for the purchase will be covered by use of Department of Planning and Community Development Building Permits Division funds and Public Facilities Fee Administrative funds. The breakdown of costs for the project is as follows:

SOFTWARE PURCHASE COST	
Accela Land Management Module	No Cost - Upgrade
Accela Citizen Access Module	\$ 36,095
Accela GIS Module	\$ 45,500
Truepoint Labor & Expenses	\$ 376,800
Hardware	\$ 25,941
3rd Party Software	\$ 55,738
1 st Year Maintenance Accela Land Mgt	\$ 19,250
1 st Year Maintenance Accela citizen Access	\$ 7,219
1 st Year Maintenance Accela GIS	\$ 13,000
1 st Year Maintenance 3rd Party Software	\$ 5,448
1 st Year Hosting/Database Support (SBT)	\$ 6,825
SUBTOTAL	\$ 591,816
10% Contingency	\$ 59,182
TOTAL	\$ 650,998
Public Facilities Fee -- Administration Account (41%)	\$ 266,909
Building Division Fund Balance (59%)	\$ 384,089

On-going or recurring costs will be approximately \$50,000 per year for the first five years. Total contract cost with Accela, Inc. will be \$497,864.53 broken down as follows:

	Total Cost
Software Licensing	\$ 81,595.44
Annual Maintenance	\$ 39,469.09
Implementation Labor & Expenses	\$ 376,800.00
Total Contract Cost	\$ 497,864.53

The Building Permits Division has identified adequate funds to purchase the products as described and anticipates adequate revenue over the next 10 years to maintain the necessary licenses from permit fees and contract funding. The project costs include a ten percent contingency for unforeseen circumstances during implementation. There will be no direct cost to the County General Fund. The Building Permits Division will be looking to offset short and long-term costs and will seek future additional revenue sources through modification of the existing fee structure and through additional contract for services opportunities. Building Permit Fees were adjusted in 2010, but did not include an Information Technology or software maintenance component.

DISCUSSION:

In 1999, the Development Services Division of Public Works purchased "Tidemark", a Building Permit Tracking Software Program. At the time, the Tidemark software program was state-of-the-art technology. The Division purchased Version 1 and updated to Version 2.6, but did not continue to update the program. Currently, Accela (the company that now owns Tidemark) no longer provides support services or maintenance for the County's version of the software even though license fees are paid each year. Additionally, the servers currently in use for the system are antiquated and the system is regularly at significant risk of an unrecoverable crash.

As technology has improved over time, the Tidemark software program has become more outdated and cannot be updated to provide on-line permitting or other tracking services. For several years it has been the goal of the Chief Executive Office, Board of Supervisors and Department of Planning and Community Development Building Permits Division to obtain a software system with web based permitting capability to offer the citizens of Stanislaus County.

In 2007, when the Building Permits Division was transferred to the Department of Planning and Community Development, staff initiated a Request for Proposals for upgraded software. With the downturn in the economy, it became increasingly infeasible to purchase new hardware until the Building Permits Division was more financially solvent.

On July 20, 2010, the Board of Supervisors directed the Department of Planning and Community Development to proceed with initial steps regarding regionalization of services for building permits inspection and plan check services in cooperation with the City of Modesto. One of these steps was to coordinate with the City of Modesto to issue a new Request for Proposals for upgraded permit tracking software.

A Request for Proposals was jointly issued in November 2010 (RFP# 10-51-CB) and seven vendors responded. An Evaluation Committee composed of representatives from the City and County was responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the Committee rated the vendor proposals separately. The scores of each committee member were tallied and averaged to provide a total score for each of the vendors. Five vendors were chosen for interviews, with three making the final cut to evaluate pricing proposals.

Accela, Inc. was the highest rated vendor based on qualifications, references, financials interviews and pricing. Accela's approach for the new software was to allow the separate jurisdictions to develop procedures and processes that can be incorporated into a "master program." This multi-agency environment provided solutions for Building Permit, Code Enforcement, Planning, Land Development, Complaint Tracking and Fire Prevention, with the intention to ultimately include other cities, such as Oakdale and Ceres. Building permitting services are currently provided to both cities by Stanislaus County through a partnership agreement. The solution also offered online services to the public to ensure both agencies are accessible to the public 24 hours a day/7 days per week. It would make the process easy for all customers and provide a "transparent" government that could handle the many inspections, reviews and applications whether in the City or the County.

In April 2011, the City of Modesto requested that Stanislaus County look at the possibility of financing a portion of their costs, and a proposal was developed to finalize a joint purchase with the County financing a substantial portion of the City's costs over a five-year time frame.

In August 2011, the City of Modesto reconsidered their participation in a joint purchase due to concerns related to cost, license ownership, and need. The County's software is significantly older than the City's and the need for an upgrade to the County's system is significantly more imperative than it is for the City of Modesto.

County staff worked with Accela, Inc. to redefine the scope and cost to focus on a County-only solution that incorporated most of the services defined in the original proposal. The modified contract with Accela, Inc., inclusive of a complete scope of work, license agreement, maintenance agreement, budget and schedule is provided as Attachment 1. There are two primary differences in the scope as originally proposed:

- Mobile Office is excluded from the scope of work and is not needed at this time. This product would have allowed field staff to enter data and inspection results in the field and reschedule inspections if necessary. Overall cost for this product is about \$72,000 for the first year with a \$10,000 additional annual maintenance fee. It may be appropriate to add this module at a later date, but at this time, it is not cost efficient for County operations based on numbers of inspections and permits.
- Stanislaus County Building Permits Division currently provides contract Inspection/Plan Check services to the cities of Ceres and Oakdale. The "County-only" proposal would allow the County to provide software services to these two cities at no additional cost for licenses or maintenance. Some additional implementation labor may be required to incorporate existing City data or processes into the system, but the license agreement includes the contract Cities. Should additional Cities wish to participate in the future (including the City of Modesto), the system is flexible enough to incorporate those needs. Additional partner jurisdictions would need to be responsible for their own license costs. The original proposal was a joint purchase between the City of Modesto and the County and did not include existing contract Cities.

The following provides a summary of the basic software programs:

Accela Automation Software Program

The proposal includes the upgrade to the existing basic tracking software and three major add-on modules that the Department of Planning and Community Development does not currently utilize. Accela proposed the following application modules in response to the combined City/County request:

Accela Land Management is the basic building permit tracking software that would upgrade the County's current Tidemark system (which was the original precursor program to Accela Land Management). The Land Management module will be used to track and manage a wide variety of land use and department responsibilities and activities including building safety, code enforcement, permitting, inspections, plan reviews, and project management. This module will assign, schedule, and route inspections to the appropriate person. This will be a significant upgrade from the existing Tidemark system. This basic software module is capable of the following:

- Track and manage all permit types
- Maintain database of contractor information
- Generate daily task lists
- Attach and retrieve computer-aided design (CAD) drawings, photographs, and other document files

- Record and track special conditions
- Check zoning and special circumstances
- Integrate with geographic information systems (GIS)
- Monitor the expiration of building permits and notify the applicant
- Auto-route information and tasks to different departments and agencies
- Manage people and parcels
- Review project plans
- Assign and sign off tasks
- Manage payments, refunds, transfers, and voids from a central location
- Issue automatic warnings
- Configure system to mimic business rules
- Record all activities for each case, application, or permit in the system
- Track recovery costs for code enforcement
- Capture detailed information on structures
- Integrate all case documents from all Departments associated with Building Permits

Accela GIS delivers mapping and routing functionality to the Land Management base. This add-on module overlays government data onto Bing and GIS maps, and allows internal and external customers to initiate and manage a variety of activities from a geospatial platform. With *Accela GIS*, map layers can be leveraged as part of the application workflow where staff will be able to look up property, land-use, and zoning information as well as water, sewer, and streets maps. It will also aid in daily inspector routing.

Accela Citizen Access is the public facing web portal, which will substantially reduce the need for counter visits for simple permits and will provide 24 hour online and telephone access to Building Permit operations. Citizen Access will allow for on-line building permit issuance and inspection requests. Citizens will be able to access services and carry out entire processes online—from looking up information, to applying and paying for permits, to printing off completed paperwork. The City and County Interactive Voice Response (IVR) systems will be integrated into the Citizen Access module to allow for automated telephone-based inspection scheduling as well.

Additional Hardware, Software and Hosting requirements

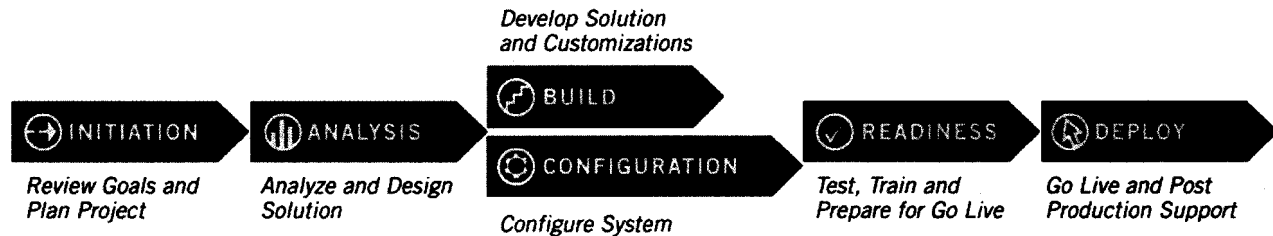
Implementation of the project will also include purchase of new servers and third party software licenses including Windows SQL and server licenses, Virtual Enterprise licenses, automated telephone response programs for scheduling inspections, and GIS Network extensions. The County Strategic Business Technology Department will provide hosting services and database support. Yearly license fees will also be required for the primary *Accela Automation* modules as well as many of the third-party software programs.

Implementation Costs

Accela, Inc. will subcontract implementation labor services to Truepoint, an experienced software and services company that has been an *Accela* certified partner since 2005. TruePoint has worked with *Accela* on a number of similar Tidemark to *Accela Automation* upgrades.

TruePoint has proposed 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 TruePoint with some specialty services provided by *Accela*. This will ensure that the County is prepared to maintain the system going forward by having hands on experience during the configuration. TruePoint will work closely with *Accela* and County staff to ensure a timely, well managed, and successful implementation.

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



Specific deliverables have been defined for each subtask as defined in the attached scope of work. Payments for labor will be made on a time and materials basis, not to exceed a specified amount for each task. A ten percent (10%) retention will be withheld until final approval of the entire project.

POLICY ISSUES:

This action effectively manages public resources, encourages innovation, collaborates with both public and private partnerships, and provides for significantly improved business efficiencies. As such, this action supports the Board's priority of striving for Efficient Delivery of Public Services

STAFFING IMPACT:

There is no staffing impact associated with this request. Existing staff from Planning and Community Development and Strategic Business Technology will coordinate with the vendor and implement the software program.

CONTACT PERSON:

Kirk Ford, Planning and Community Development Director. Telephone: (209) 525-6330.

ATTACHMENTS:

1. Purchase Agreement with Accela:
 - a. Purchase Agreement
 - b. License Agreement
 - c. Maintenance Agreement
 - d. Scope of Work and Schedule

2. Financial Transaction Form

AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus ("County") and Accela, Inc., a California corporation ("Accela"), as of September 13, 2011 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving the implementation of one-stop permitting software (the "Implementation Services"); and

WHEREAS, Accela is specially trained, experienced and competent to perform and has agreed to provide such services;

WHEREAS, the City of Oakdale and the City of Ceres will be the "Partnering Agencies" in the implementation and ongoing maintenance of the one-stop permitting software.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Accela shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in the attached "Scope of Services for Accela Automation Implementation," (the "Scope of Services") which is made a part hereof by this reference.

1.2 County acknowledges that the implementation process described in the "Scope of Services" is cooperative in nature and that County must complete its tasks designated therein in a timely manner in order for Accela to proceed with and complete the Implementation Services. County delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, County acknowledges that schedules for the Implementation 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 Implementation Services because of County delays, such time will be charged to County at Accela's then current time and materials rates.

2. Consideration

2.1 Accela shall be compensated in the Scope of Services, specifically the section entitled, "Payment and Task Signoff", attached hereto and made a part hereof by this reference.

2.2 Except as expressly provided in this Agreement, Accela shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Accela shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Accela under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Accela. County has no responsibility or liability for payment of Accela's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services, unless sooner terminated as provided below or unless some other method or time of termination is listed in the Scope of Services.

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

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by Accela as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of either party.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Accela to provide the services and work described in the Scope of Services must be procured by Accela and be valid at the time Accela enters into this Agreement. Further, during the term of this Agreement, Accela must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Accela at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Accela shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Accela to provide the services under this Agreement. Accela--not the County--has the sole responsibility for payment of the costs and expenses incurred by Accela in providing and maintaining such items.

6. Insurance

6.1 Accela shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Accela under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of Accela's work under this Agreement.

6.1.3 Automobile Liability Insurance. If Accela or Accela's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, Accela certifies under section 1861 of the Labor Code that Accela is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that Accela will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) Accela shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, Accela agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of Accela's defense and indemnification obligations as set forth in this Agreement.

6.3 Accela shall obtain a specific endorsement to Commercial General Liability insurance policies naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of Accela, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of Accela;

6.4 Accela's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of Accela's insurance and shall not contribute with Accela's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 Accela's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail (a) thirty days written notice of cancellation and (b) ten days notice of cancellation for non-payment of premium to County but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Accela shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction

in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Accela shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of Accela and Accela's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Accela shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by Accela or Accela's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Accela's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of Accela in contributing to such claim, damage, loss and expense.

7.2 Accela's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Accela to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend Accela and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Accela shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Accela or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Accela to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Accela.

8. Status of Accela

8.1 All acts of Accela and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Accela relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Accela, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Accela has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Accela. It is understood by both Accela and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, Accela and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Accela shall determine the method, details and means of performing the work and services to be provided by Accela under this Agreement. Accela shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Accela in fulfillment of this Agreement. Accela has control over the manner and means of performing the services under this Agreement. If necessary, Accela has the responsibility for employing other persons or firms to assist Accela in fulfilling the terms and obligations under this Agreement.

8.4 Accela is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of Accela's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Accela, such persons shall be entirely and exclusively under the direction, supervision and control of Accela. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Accela.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, Accela and Accela's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Accela must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Accela's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Accela hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third

party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Accela shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Accela. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The parties agree to keep confidential all information obtained or learned during the course of furnishing and receiving services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Accela and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Accela and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Accela. County has relied upon the skills, knowledge, experience and training of Accela and Accela's firm, associates and employees as an inducement to enter into this Agreement. Accela shall not assign or subcontract this Agreement without the express written consent of County. Further, Accela shall not assign any monies due or to become due under this Agreement without the prior written consent of County. Notwithstanding, Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Accela or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Accela: Accela, Inc.
2633 Camino Ramon, Suite 120
Bishop Ranch 3
San Ramon, CA 95483

15. Conflicts

Accela agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

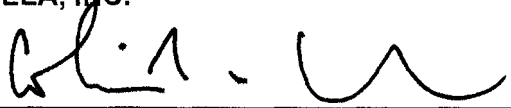
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

ACCELA, INC.

By: _____
Keith D. Boggs, Deputy Executive Officer,
GSA Director/Purchasing Agent

By:  _____
Colin M. Samuels
Assistant Corporate Secretary



"County"

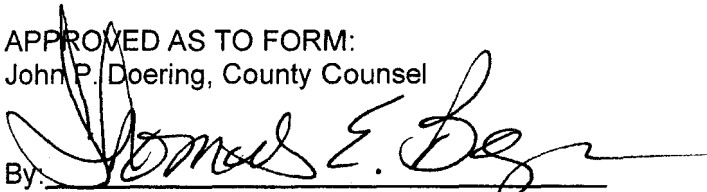
"Accela"

(Approved: BOS Resolution No. _____)

APPROVED AS TO CONTENT:
Planning Department

By: _____
Kirk Ford, Director

APPROVED AS TO FORM:
John P. Doering, County Counsel

By:  _____
Thomas E. Boze, Deputy County Counsel

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 the date of Customer's signature ("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 Customer are cancelled and revert to Accela.
- 1.3 Transfer notwithstanding, prior to any termination of this LA, Partnering Agency may elect to continue this LA directly with Accela upon mutually-agreeable licensing, maintenance, and fee terms for such transfer of rights from Stanislaus County. The Partnering Agency may continue with this LA as written should a termination occur by either party.

2. Intellectual Property License

- 2.1 License The software products ("Software") listed in Exhibit 1 are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
 - 2.1.1 The Software is provided for use only by Customer employees and employees of participating agencies located in the Cities of Ceres and Oakdale ("Licensed Users").
 - 2.1.2 The Software will be delivered or made available to Customer 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 within the defined Site. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds the scope of this license, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
 - 2.1.4 Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy Accela's documentation only for internal use by Licensed Users.

- 2.1.5 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 2.1.6 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 2.1.7 Customer is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 2.1.8 Customer may use the Software only to process transactions relating to properties within its own geographical boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA except as provided in Section 2.1.1 above.
- 2.1.9 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.
- 2.1.10 All rights not expressly granted to Customer 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 Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 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, Customer will pay to Accela the amounts indicated in Exhibit A.
- 2.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of

the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

3. Confidentiality

- 3.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
 - b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
 - c) information disclosed pursuant to Subsection 4.4 below;
 - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
 - e) information which is subpoenaed by governmental or judicial authority; and
 - f) information subject to disclosure pursuant to a state's public records laws.
- 3.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").
- 3.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- 3.4 Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela

web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

4. Other Terms and Conditions

- 4.1 Dispute Resolution This LA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Stanislaus County, California or as agreed to by the parties. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.
- 4.2 Removal and Destruction of Software Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to Accela within fifteen (15) business days following termination of this LA.
- 4.3 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 4.4 Survival The following provisions will survive the termination or expiration of this LA: Section 2.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 3 and all subsections thereof; and Section 4, and all subsections thereof.
- 4.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 4.6 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

Signatures Follow:

COUNTY OF STANISLAUS

By: _____
Keith D. Boggs, Deputy Executive Officer,
GSA Director/Purchasing Agent

"County"

(Approved: BOS Resolution No. _____)

APPROVED AS TO CONTENT:
Planning Department

By: _____
Kirk Ford, Director

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: _____
Thomas E. Boze, Deputy County Counsel

Exhibit Follows.

END OF DOCUMENT

ACCELA, INC.

By: _____
Colin M. Samuels
Assistant Corporate Secretary

"Accela"

**LICENSE AGREEMENT
EXHIBIT 1**

Deliverables	Quantity	Fees
Accela Automation® Land Management Department Site License	1	\$96,250.00
Customer Discount on Accela Land Management	N/A	(\$96,250.00)
Accela Citizen Access™ Server License	1	\$10,995.00
Accela Citizen Access Module Fee	1	\$10,995.00
Accela Citizen Access User Packs (Based Upon 176,318 Population)	1	\$14,105.44
Accela GIS™ Department Site License	1	\$65,000.00
Customer Discount on Accela GIS	N/A	(\$19,500.00)
	Total of Fees	\$81,595.44

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

END OF DOCUMENT

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 the date of Customer's signature and will continue for a period of five (5) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said annual fees are subject to a three percent (3%) increase over the previous year's fees. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.
 - 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 Customer are cancelled and revert to Accela.
 - 2.3 Transfer notwithstanding, prior to any termination of this MA, Partnering Agency may elect to continue this MA directly with Accela upon mutually-agreeable licensing, maintenance, and fee terms for such transfer of rights from Stanislaus County. The Partnering Agency may continue with this MA as written should a termination occur by either Party.
3. Scope of Maintenance
 - 3.1 Maintenance Services
 - 3.1.1 Telephone Support Accela will provide Customer with a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.
 - 3.1.2 E-Mail Support Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.
 - 3.1.3 Online Support Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.
 - 3.1.4 Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.
 - 3.1.5 On-Site Support If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for

associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

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

3.2 Maintenance Limitations

- 3.2.1 Limitations Generally The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the Accela-maintained software products;
- b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
- c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;
- d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
- e) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- f) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- g) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and
- h) New or additional applications, modules, or functionality released by Accela during the term of this MA.

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

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

3.4 Compensation

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

3.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit 1. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

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

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

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

5. Other Terms and Conditions

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

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

5.3 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

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

5.5 Dispute Resolution This MA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Stanislaus County, California or as agreed to by the parties. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this MA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses,

reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.

5.6 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.

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

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

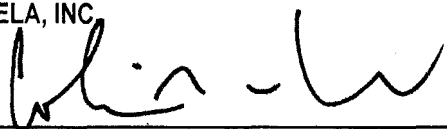
5.9 Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification,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

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

ACCELA, INC

By: _____
Keith D. Boggs, Deputy Executive Officer,
GSA Director/Purchasing Agent

By:  _____
Colin M. Samuels
Assistant Corporate Secretary



"County"

"Accela"

(Approved: BOS Resolution No. _____)

APPROVED AS TO CONTENT:

Planning Department

By: _____
Kirk Ford, Director

APPROVED AS TO FORM:

John P. Doering, County Counsel

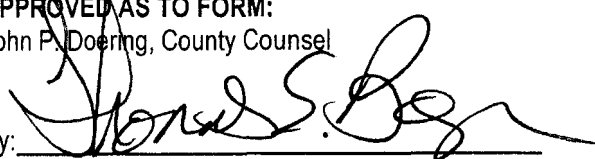
By:  _____
Thomas E. Boze, Deputy County Counsel

Exhibit 1 Follows.

**MAINTENANCE AGREEMENT
EXHIBIT 1**

Deliverables	Fees
First-Term Annual Maintenance for Accela Automation® Land Management Department Site License	\$19,250.00
First-Term Annual Maintenance for Accela Citizen Access™ (Based Upon 176,318 Population)	\$7,219.09
First-Term Annual Maintenance for Accela GIS™ Department Site License	\$13,000.00
Total of Fees	\$39,469.09

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

Second-Term Annual Maintenance fees will remain unchanged from the previous year's fees and are due on the first anniversary of the Effective Date.

Third-Term Annual Maintenance fees will remain unchanged from the previous year's fees and are due on the second anniversary of the Effective Date.

Fourth-Term Annual Maintenance fees will remain unchanged from the previous year's fees and are due on the third anniversary of the Effective Date.

Fifth-Term Annual Maintenance fees will remain unchanged from the previous year's fees and are due on the fourth anniversary of the Effective Date.

Annual maintenance fees after the Fifth-Term are subject to an annual increase of three percent (3%) over the previous year's fees.

END OF DOCUMENT

Scope of Services for Accela Automation Implementation

Stanislaus County, CA

Stanislaus County Building Division
Stanislaus County Planning Division

July 31, 2011
Version 5.0

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PURPOSE OF THIS DOCUMENT

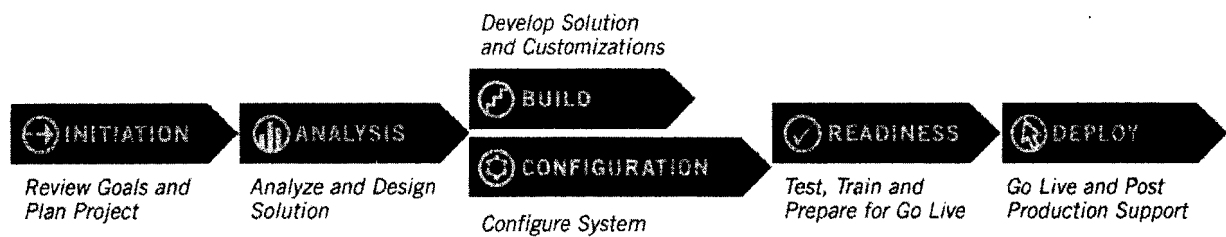
This document will properly provide information necessary to successfully document the expectations of Stanislaus County (or from here on out noted as the "County").

ACCELA AUTOMATION IMPLEMENTATION PROCESS

TruePoint and Accela are 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. Accela/TruePoint 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.

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

The following diagram depicts our implementation methodology, broken down into six project stages:



SCOPE OF SERVICES

TruePoint proposes 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 TruePoint with some specialty services provided by Accela. This will ensure that 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 modules and add-on products:

PURPOSE

Implementation of Accela Automation Modules for:

- Building
- Planning
- Land Development
- Fire Prevention
- Miscellaneous Case Tracking

Implementation of the following Accela Add-On products:

- Accela GIS
- Accela Citizen Access

DEPARTMENTS INVOLVED

STANISLAUS COUNTY

- Building
- Planning

INITIATION

PROJECT INITIATION

Costs associated with Project initiation will not exceed \$5,280.

During the Project Initiation stage, TruePoint will create a project plan with a critical path summary, as well as review, in conjunction with 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 TruePoint and the County.

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

- Establish Project Plan and Teams with contact information
 - Stanislaus County
 - TruePoint
- Establish communication norms, status reporting, issue/risk management, work locations etc.
- Approval of hardware and software specs prior to the County's purchase of necessary equipment.
- Review contract, scope of project and goals
- Complete project charter

PROJECT MANAGEMENT

Costs associated for all Project Management will not exceed \$39,600.

TruePoint will perform project management services needed to plan and monitor execution of the project in accordance with deliverables outlined in the Scope of Services. To support the implementation of the Accela Automation solution for the County, TruePoint will provide 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 TruePoint Project Manager and the County Project Manager. A project plan will be maintained and monitored using Microsoft Project.

SYSTEM INSTALLATION

Costs associated with installation will not exceed \$7,920.

To successfully install the Accela suite of products, Accela and TruePoint technical staff will work with the County IT managers to ensure that the components for hardware, software, database, network, and Internet are in place for the self-hosted test and production environments. Accela and TruePoint technical staff will validate the proper installation and configuration of the Accela Automation self-hosted environment.

Accela and TruePoint will perform the following tasks:

- Perform a remote software check of the installation.
- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the County.
- Install a Production (PROD) and Development (DEV) environment.
- Demonstrate that the Accela Automation Land Management applications are operational in the County's computing environment.

Software Setup will include the installation of the self-hosted test and production environments.

County Responsibilities:

- Arrange for the availability of appropriate people for the software installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela software, and networking infrastructure.
- 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.
- Provide network access for remote installation and testing.

Acceptance Criteria: The Software Setup will be accepted when County representatives agree that the self-hosted environments for test and production are successfully installed and configured and that the Accela Automation software is operational in the County environment.

ANALYSIS

CONFIGURATION ANALYSIS

Costs associated with the Configuration Analysis project stage will not exceed \$46,200.

During the Configuration Analysis stage, TruePoint will conduct interviews with key representatives from the County offices involved in the permitting processes for each department. The business analysis will be confined to the current permitting/case tracking processes in the Tidemark systems. TruePoint will make recommendations where appropriate on ways to make the current business processes work efficiently with Accela Automation.

The current permitting/case tracking process for the County are:

STANISLAUS COUNTY – BUILDING CASE TYPES

1. ACC Rapid Project Review
2. ADD Addressing
3. BLD Building Permit
4. CER Ceres Permit
5. CNC Certificate of Non-Compliance
6. DAD Dangerous Building
7. GRA Grading
8. IMT Impact Fee PFF
9. IMP Public Improvement
10. PRJ Project
11. SER Complaint
12. SWO Stop Work Order

Stanislaus County Building Case Types that will not be carried over

1. AVA Abandoned Vehicle
2. BON Cases created in error
3. COD 12 cases related to code enforcement
4. ENT 4 cases that looked like errors
5. FSA 2 test cases entered in 1999
6. MIS 10 test cases back from 1999
7. PLN 24 test cases
8. PRE 3 test cases
9. RAD 1 test case
10. SAM 21 test cases for planning
11. SIT 1 test case
12. SWR 2 error cases

STANISLAUS COUNTY – PLANNING (ACTIVE PROJECTS)

1. APP Appeals
2. CPA Community Plan Amendment
3. EXC Exception
4. DV Dwelling Verification
5. GPA General Plan Amendment
6. HSP Historic Sites

7. IMP Interim Management Plan
8. LLA Lot Line Adjustment
9. MER Mergers
10. OA Ordinance Amendments
11. PM Parcel Maps
12. REZ Rezones
13. SP Specific Plans
14. SAA Staff Approvals
15. TSM Tentative Sub-maps
16. TE Time Extensions
17. UP Use Permits
18. VAR Variance
19. WAC Williamson Act Cancellation
20. ZV Zoning Verification

Tracking Purposes No Actual Process

1. ABC License Review
2. HOC Home Occupation

Historical Applications

1. PS Produce Stands (Same as SAA)
2. LP Landscape Plan Review (Function of Building Permits)

Fees can be created based on various criteria such as location, CAP type, square footage and time spent. Some fees are distributed to multiple revenue accounts by percentage. Deposit-based fees and capability of payments and refunds by accounting fund transfer will be included in the system design.

Fee schedule documentation will consist of the following work:

- Documentation of special business rules that apply to fee calculations
- Documentation of actual calculation for verification of accuracy
- Mapping of fees and fee schedules to applications, permits, activities or cases and automatic application of fees where applicable
- Interpretation of the fee items into a programmable fee formula
- Design of workflow to allow for deposit-based fees and fee payment/refund by accounting fund transfers
- Assignment of revenue account to a fee, including the distribution of some fees to multiple revenue accounts

Any fee codes currently in the current systems (County) will be documented and configured in Accela Automation. These fees include:

STANISLAUS COUNTY – BUILDING

There are approximately 55 fees per CAP type that apply to Stanislaus County Building as well as approximately 200 historical fees that remain active. Current fees included as separate document.

HVAC Change Outs

1. Wall and Floor Heaters

2. Electrical Re-Connect
3. Electrical Panel Change Outs
4. Water Heater
5. Gas Re-Connect/Repair
6. Sewer/Water line Repair/Replacement
7. Re-Roof Permits
8. Stucco/Siding
9. Demolition of Structure (Septic to Remain)
10. Demolition of Structure and Septic DER Fee added
11. Mobile Home application processing fee
12. Mobile Home Plan Check fee
13. Additional Plan Check fee
14. Mobile Home Inspection fee
15. Mobile Home Deck / Awnings
16. Permanent Foundation Fee (Single)
17. Permanent Foundation Fee (Double)
18. Permanent Foundation Fee (Triple)
19. HCD State fee per unit
20. General Inspection – Site or Structure
21. General Inspection – Each additional unit more than a duplex
22. Valuation Fee
23. Mechanical Fee – Permit Application Process
24. Mechanical Fee – Plan check
25. Mechanical Fee – Field Inspection minimum
26. Mechanical Fee – Field inspection hourly rate
27. Mechanical Fee – per piece of equipment to be inspected
28. Electrical Fee - Permit Application processing Fee
29. Electrical Fee – Plan Check
30. Electrical Fee – Field Inspection minimum
31. Electrical Fee – Field Inspection hourly rate
32. Electrical Fee – Per piece of equipment to be inspected
33. Electrical Fee – Electrical tag
34. Photovoltaic – Fee based on Valuation
35. Plumbing Fee – Permit Application processing fee
36. Plumbing Fee – Plan Check
37. Plumbing Fee – Field Inspection minimum
38. Plumbing Fee – Field Inspection hourly rate
39. Plumbing Fee – Per piece of equipment to be inspected
40. Move in Dwelling or Structures County
41. Move in Dwelling or Structures Non-County
42. After Hour Inspections
43. Research Fees
44. Investigation Fees
45. First Re-Inspection Fee
46. Second Re-Inspection Fee
47. Third Re-Inspection Fee
48. Microfilm Fee – Counter
49. Microfilm Fee – Residential
50. Microfilm Fee – Commercial
51. Plan Review Fees

52. Plan Review Incomplete Fee
53. Master Plan Review
54. General Plan Update Fee
55. Fire District
56. School District
57. Public Facility Fees
58. Fire Marshal
59. Planning Department
60. Department of Environmental Resources
61. Public Works Department
62. Building Standards Fund
63. Strong Motion Tax

STANISLAUS COUNTY – PLANNING

There are approximately 9 fees per CAP type that apply to Stanislaus County Planning. Current fees included as separate document.

1. Actual Cost
2. Planning Charges
3. Public Works Department
4. Department of Environmental Resources
5. Planning Commission Clerk
6. Clerk of the Board
7. General Plan Maintenance
8. Flood Plain Administration
9. GIS Maintenance

During these configuration analysis workshops TruePoint will:

- Review and chart each business process as a basis for configuration in Accela Automation's workflow tool
- 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, corrections and inspection result options for each permit type

True Point understands that the current fee structure will potentially change in the next 6 months and will work with the County during the project initiation phase to find out when the new fee structures will take place and adjust the timeline accordingly if it does affect the overall project timeline.

The final outcome of the Configuration Analysis will be a System Configuration Document that will be used as a roadmap for system configuration and testing.

The Configuration Document will fully define:

- Record Types
- Record Type Masks

-
- Record Specific Data elements
 - Intake Form
 - Record Statuses
 - Workflows
 - Fees
 - Fee Schedules
 - Fee Calculations
 - Account Codes
 - Inspections
 - Inspection Results
 - Standard Conditions

County Responsibilities:

- Provide workflow documentation for County case types
- 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 pertaining to current system users
- Document naming conventions
- Collect examples of referral agency lists, contractor lists, forms, data fields, output requirements, documents, letters, reports and procedures needed to configure the application
- Document notification points in processes and opportunities for automation (system generated emails, auto-schedule inspections etc.)
- Collect and document fee schedules and fee assessment procedures, including penalties and payment collection steps
- Outline process for inspection scheduling, work assignments and monitoring inspection status
- Collect formats and data elements needed to design data conversions and handle interfacing needs.

Deliverable: The deliverable from the Configuration Analysis will be the Accela Automation system configuration document.

Acceptance Criteria: The Configuration Document will be accepted when Accela/TruePoint, and Stanislaus County agree that each business process has been appropriately documented. Acceptance must be completed prior to System Configuration.

CONFIGURATION

SYSTEM CONFIGURATION

Costs associated with the System Configuration project stage will not exceed \$59,400.

The system configuration will include all items defined in the system configuration document:

- Record Types
- Record Type Masks
- Record Specific Data elements
- Intake Form
- Record Statuses
- Workflows
- Fees
 - Fee Schedules
 - Fee Calculations
 - Account Codes
- Inspections
- Inspection Results
- Standard Conditions

The configuration will also include core Accela Automation features for:

- Consoles (Administrator, Daily User, Inspection, and Cashiering)
- Portlets (Customized portlets for all Automation Screens)
- My Navigation Setup
- Menu Navigation Setup
- Quick Links
- 5 Quick Queries for the Record, Inspection and My Task Portlets
- 5 Basic Smart Charts

County Responsibilities:

- Identify and make available staff members who will work with Accela through this process and take responsibility for creating new Workflows identified in the Business Analysis
- Arrange the time of qualified decision makers and business experts to confirm the workflow configuration and answer additional questions that are critical to project success.
- Work with Accela on naming conventions for process steps, tasks, milestones, statuses, holds and dispositions
- Provide complete and accurate information in a timely manner
- Provide information and data to the format specified by Accela
- Unit testing and final system testing of the configuration.

Acceptance Criteria: The County will test the configured system for purposes of validating the Record types configured. The Records will be accepted when TruePoint and the County agree that all requirements, objectives, and scope have been appropriately defined in each Record type.

CUSTOM EVENT SCRIPTS

Costs associated with the Event Scripting project stage will not exceed \$16,500. The project budget includes 100 hours of event script creation and assistance.

TruePoint will develop Event Scripts using Accela Automation's integral Event Manager scripting functionality to automate specific business rules/processes within Accela Automation. Examples of processes to be automated with scripts include: business inspection assignment, automatic holds or automatic fee creation.

The need for event scripts will be identified during the configuration or as late as end user testing.

County Responsibilities:

- Arrange the time for qualified decision makers and business experts for the design review/configuration analysis sessions that are critical to project success
- Provide complete and accurate information in a timely manner
- Ensure that the data populates successfully according to the script requirements document
- Identify and make available staff members who will work with TruePoint through this process and take responsibility for providing information for and validating the Event Manager Scripts to be developed
- Allocate the time for qualified personnel to test the interface for acceptance

Acceptance Criteria: The successful demonstration of the developed scripts within the Accela Automation system and meet the intended business requirement will be accepted after the completion of testing by County in agreement with TruePoint/Accela

ACCELA GIS

Costs associated with the Accela GIS integration project stage will not exceed \$7,920.

Accela/TruePoint will install and configure Accela GIS to link and leverage existing County GIS systems 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 County uses the Stanislaus Assessor Megabyte database for ownership information.

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.

ACCELA CITIZEN ACCESS

Costs associated with the Accela GIS integration project stage will not exceed \$15,840.

TruePoint will deliver and configure the Accela Citizen Access module. TruePoint will 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 while adhering to the State's Privacy Act as interpreted by County's Counsel. 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 CAPs 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.

BUILD

DATA CONVERSION

Costs associated with the Data Conversion project stage will not exceed \$52,800.

TruePoint will work with the County representatives to assess both the client data to be converted and its use within the system. The team will work together to map the source data to the destination database. TruePoint will deliver a data-mapping document for each conversion as a formal deliverable.

Once the data mapping has been defined, TruePoint will ask that a representative of the County sign off on the data maps. TruePoint will be responsible for the data conversion programs to load data to the Accela Automation database in the Support and Production Environment. TruePoint will convert the existing County data (Current and Historical) as outlined, to Accela Automation.

STANISLAUS COUNTY

Stanislaus County currently uses two separate databases for Building and Planning. Building division currently uses Tidemark Permit*Plan 2.6.1 with a backend Microsoft SQL 2000 to track building permits. The Planning division currently uses an in-house ColdFusion web based application named "Rolodex" to track all Planning projects and documents. The backend for the "Rolodex" is handled by a Microsoft Access database.

Data Conversion Items for Stanislaus County:

- Tidemark Permit*Plan 2.6.1 SQL 2000 database
- "Rolodex" Microsoft Access Database

TruePoint will convert all existing permit/case records, related information and attached documents from the databases described above to the Accela Automation database. This conversion effort includes data mapping, script development for the conversion, data testing and validation, and assistance with final data migration/conversion.

County Responsibilities:

- Allocate time for qualified users and business experts for the data-mapping sessions that are critical to the project success.
- Provide complete and accurate information in a timely manner
- Assist in the data-mapping process, informational only.
- Ensure that the data is converted successfully according to the data-mapping document
- Allocate time for qualified personnel to test and verify the conversion for acceptance

Acceptance Criteria: The successful conversion of both County data into the Accela Automation System will be accepted after both parties have tested and validated the conversion.

REPORTS

Costs associated with the Report Creation project stage will not exceed \$59,400.

The County will work with TruePoint to identify reports that already exist in the system. If a report does not currently exist in Accela Automation, the respective entity will request the report be created by TruePoint. The assumption is that up to 15 reports will be created with a budget of 180 hours for report creation. TruePoint will also provide the County custom report development assistance for documents/letters/reports that are identified by the County as required for the new system.

The report development will be done using Crystal Reports. These custom reports will be deployed in the Report Manager for use within Accela Automation. The Accela Report Manager integration requires Crystal Reports XI Server, which allows an organization to publish reports to the web. Additional reporting needs beyond the 15 reports will be the responsibility of the County

STANISLAUS COUNTY

Report samples will be provided during the configuration analysis phase.

County Responsibilities:

- Make available the appropriate County key users and content experts to participate in the report specification development and validation activities.
- Provide information and data in the formats specified by Accela that will be needed for the report configurations
- Provide Crystal Report expert(s) to work with TruePoint on the reports.

Acceptance Criteria: Prior to the development of a report the County will approve a report design specification document that will be created jointly by the County and TruePoint. The approved document will be used as a basis for determining completion and approval of the report.

INTERFACES

GIS – ADDRESS, PARCEL AND OWNER

Costs associated with the APO interface project stage will not exceed \$7,920.

TruePoint will deliver an interface to populate Address, Parcel and Owner (APO) information.

- The County will create a flat file in the standard Accela format for APO data, which TruePoint will use to update the Accela reference data. This process can be set up to run at whatever frequency the County determines is appropriate.
- 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 problem-free data to the format specified by TruePoint including an accurate data dictionary for the data set.
- Assist in the interface/data mapping process.
- Ensure that the data populates successfully according to the interface requirements document.

County Financials Interface

Costs associated with the Financial Interface Data Export project stage will not exceed \$5,280.

CORRIDINATION SUPPORT for open source IVR Vendor

Costs associated with the IVR support project stage will not exceed \$ 6,600

TruePoint will work closely with open source IVR vendor while implementing the IVR solution to duplicate automation incorporated in that system. TruePoint will communicate with IVR vendor on Inspection and Inspection Result configuration decisions made by the County. TruePoint will also be available to answers questions or participate in meeting during the IVR interface creation task.

The County will also need to procure services from IVR vendor for this Task.

READINESS

TRAINING

Costs associated with training will not exceed \$21,120.

Training will include:

Core Team System Overview Training – 3 days

Administrator Training – 3 days

Event Script Training – 1 day
Report Creation Training – 1 day
AGIS Training – 1 day
Train the Trainer Training – 7 days

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.

TruePoint 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.

USER ACCEPTANCE TESTING AND GO LIVE PREP

Costs associated with the UAT project stage will not exceed \$26,400.

This Task is time to test that the configured solution meets the agreed to solution as defined in all other tasks above. TruePoint will work closely with the entire County implementation team to make sure the proper user acceptance testing and preparation for go live occurs. TruePoint will be both on site and work remotely through this process

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.

Acceptance Criteria:

This Deliverable will be accepted when County agrees that the configured solution meets the agreed to solution as defined in all the sections above.

DEPLOYMENT

GO LIVE SUPPORT

Costs associated with the UAT project stage will not exceed \$10,560 which includes 64 hours of support.

Production Go Live is defined as the first production use of the system. TruePoint will be on site during the cutover process and provide support for the County end users and project team.

KEY ASSUMPTIONS AND EXCEPTIONS

The following assumptions and exceptions apply to this project:

- The County, TruePoint and Accela will be able to commit the time and resources necessary to participate in, and contribute to project activities
- The County and TruePoint will use a collaborative approach to ensure implementation success
- The County will provide TruePoint and Accela with reasonable access to its equipment, systems, personnel, and facilities to the extent needed to complete the Services.
- The County is responsible for purchasing third party hardware and software required for Accela Citizen Access, including but not limited to an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- TruePoint assumes that all APO data to be migrated will be scrubbed as necessary by County resources prior to import
- Change Order process: Should County identify additional work as a part of this engagement during the System Configuration Analysis effort or at other points during the project duration, TruePoint will issue a Change Order to reflect the additional costs (if any) associated with the change for review and approval by County. No additional work will be undertaken without prior consent of 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.
- The implementation costs and travel expenses based on this scope of work will not exceed the amount of **\$376,800.00** without written consent provided by both County and Accela. Any consent to expand the implementation costs will be supported by the appropriate change orders
- All software that is provided by Accela will be digitally distributed via an online download. Physical media will not be used or provided.

PROJECT RESOURCES AND LOCATION OF WORK

WORK LOCATION

Services contracted for under this Scope of Work may be performed remotely and/or at on-site facilities as deemed appropriate and reasonable for the successful completion of the services detailed herein. When on-site activities are required, the TruePoint Project Manager will coordinate with County Project Manager to secure suitable accommodations to meet the specific engagement requirements. It is anticipated that TruePoint will require, at minimum, facilities to accommodate on-site System Configuration Analysis and Training. TruePoint 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. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. It should be understood that 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 TruePoint 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 TruePoint and 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 agency
- 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 TruePoint and across the departments within the agency

- 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 and initial workshop training
- Willingness and ability to gather data and make decisions about business processes
- Assisting in creating the specifications for custom modifications
- Reviewing and testing the completed modifications
- Participating in the implementation of the Accela Automation solution

Recommended Requirements:

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

EXPENSES

All out-of-pocket travel & lodging expenses incurred by TruePoint and Accela resources in the performance of this Scope of Services are included in the Budgetary Estimate. Out-of-pocket travel and living expenses include and are limited to all travel time, airfare, transportation, lodging, parking, and meals. Total travel expenses shall not exceed \$17,760. Travel expenses will be limited by the Stanislaus County Travel Policy approved by the Board of Supervisors on August 4, 2009.

PAYMENT AND TASK SIGNOFF

Invoices will be provided to the County at the end of each month for services provided on project tasks that month. A, 10% retention will be held back on services for most tasks until final signoff for that task is obtained. Total billing for each task cannot exceed the total amounts listed above for each task without an agreed upon change order by all parties.

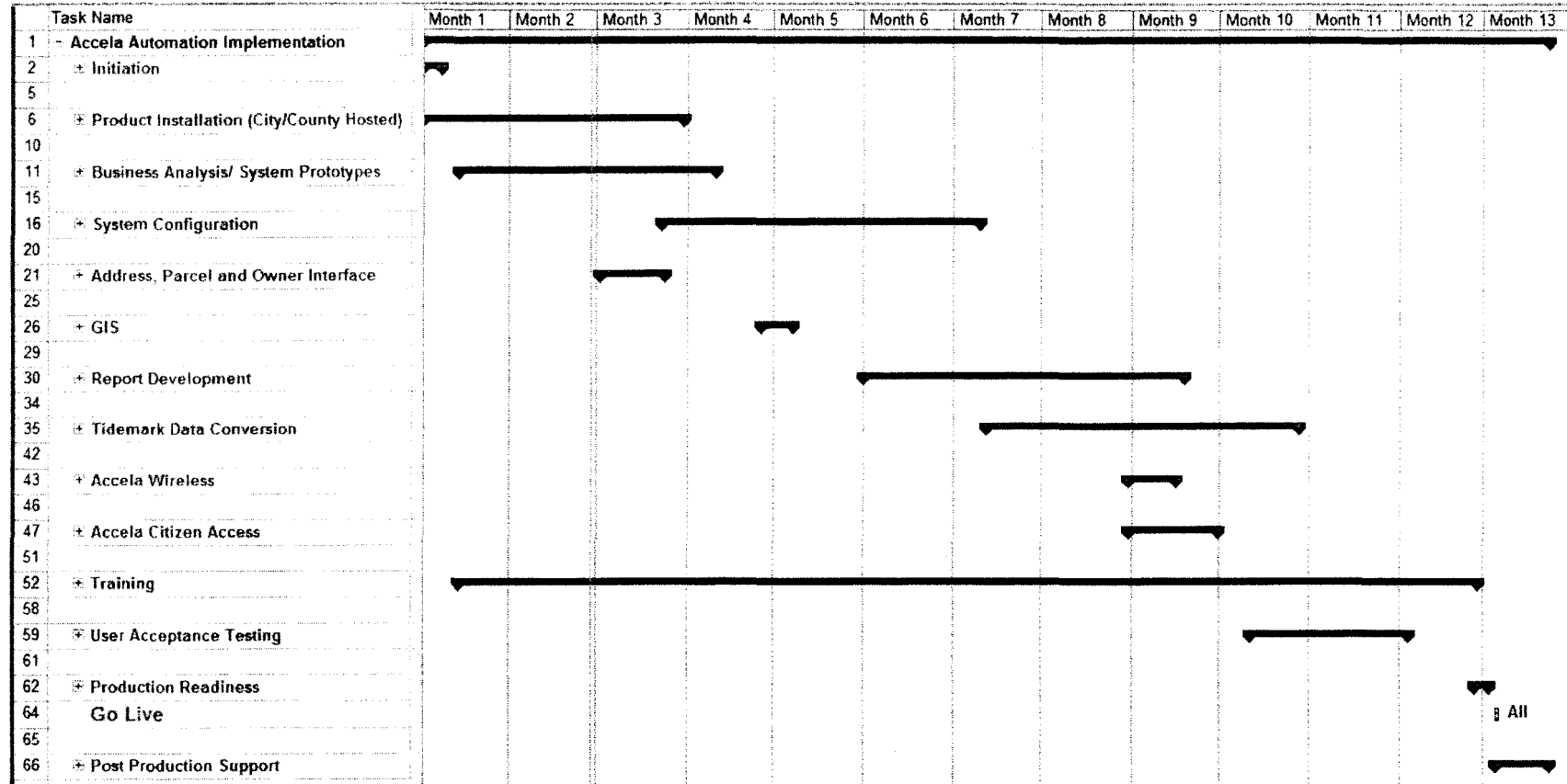
Actual Expenses will be billed monthly. All expense billings will follow standard limits as outlined in the Stanislaus County Travel Policy.

Formal Signoff will be requested for the following major project stages:

- Project Management - no retention billed monthly as incurred
- Initiation – includes Project Initiation and Installation - 10% retention of \$1,320 due on sign off of this stage.
- Analysis - includes Configuration Analysis -10% retention of \$4,620 due on sign off of this stage.
- Configuration AA– includes Base System Configuration, and Event Scripts - 10% retention of \$7,590 due on sign off of this stage.
- Configuration AA Add-on Products – includes AGIS, and ACA - 10% retention of \$2,376 due on sign off of this stage
- Build – includes Data Conversion, Reports and Interfaces - 10% retention of \$10,230 due on sign off of this stage
- Readiness – includes Training and UAT - 10% retention of \$4,752 due on sign off of this stage
- Go Live Support - no retention billed monthly as incurred

PROPOSED PROJECT TIMELINE

The average duration for a project of this magnitude is 12 months. Below is a generic sample timeline for the project.



APPENDIX A: CHANGE ORDER FROM

Change Order

Agency:	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:

Signature and Acceptance

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change

Order will act as a Work Authorization for Accela/TruePoint and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Task	Hours	Rate	Amount	Retention
Project Management	240	\$165	\$39,600	\$0.0
Project Initiation	32	\$165	\$5,280	\$528.0
Installation	48	\$165	\$7,920	\$792.0
Configuration Analysis	280	\$165	\$46,200	\$4,620.0
System Configuration	360	\$165	\$59,400	\$5,940.0
Event Script Automation	100	\$165	\$16,500	\$1,650.0
Address Parcel and Owner Interface	48	\$165	\$7,920	\$792.0
Financial Interface Data Export	32	\$165	\$5,280	\$528.0
Coordination Support for Selectron	40	\$165	\$6,600	\$660.0
Tidemark Conversion to AA	320	\$165	\$52,800	\$5,280.0
Report Creation	180	\$165	\$29,700	\$2,970.0
Accela Citizen Access Configuration	96	\$165	\$15,840	\$1,584.0
Accela GIS Configuration	48	\$165	\$7,920	\$792.0
Training	128	\$165	\$21,120	\$2,112.0
User Acceptance Testing / Go Live Prep	160	\$165	\$26,400	\$2,640.0
Go Live Support	64	\$165	\$10,560	\$0.0
Service Totals	2,176		\$359,040	\$30,888

Travel Expenses	Trips	Trip Costs	On-site days	Per Day	
TruePoint	24	\$100	96	\$160	\$17,760
	24		96		\$17,760 Total Estim
					\$376,800 Total Servi

Optional	Hours	Rate	Amount
Accela Mobile Office	32	\$165	\$5,280

