

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

DEPT: Chief Executive Office

BOARD AGENDA #: \*B-12

AGENDA DATE: May 23, 2017

**SUBJECT:**  
Approval to Enter into an Agreement with Accela for a Legislative Management Solution

**BOARD ACTION AS FOLLOWS:**

No. 2017-275

On motion of Supervisor Withrow, **Seconded by Supervisor** Monteith  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

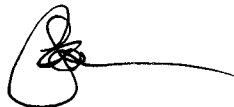
MOTION:

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Chief Executive Office BOARD AGENDA #: \*B-12  
Urgent  Routine  AGENDA DATE: May 23, 2017

CEO CONCURRENCE:  4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval to Enter into an Agreement with Accela for a Legislative Management Solution

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**STAFF RECOMMENDATIONS:**

1. Authorize the County Purchasing Agent to finalize and execute a three-year agreement with Accela for a Legislative Management Solution in the amount of \$141,840 and to sign any necessary documents.
2. Direct the Auditor-Controller to transfer Technology Innovation Program funds approved in Fiscal Year 2015-2016 from Appropriations for Contingencies as detailed in the attached budget journal.

**DISCUSSION:**

A committee was formed to research the available solutions to transition a manual agenda management process to an electronic process. The committee included staff from the Auditor-Controller's Office, Chief Executive Office, Clerk of the Board, Community Services Agency, Probation, Public Works, Sheriff, and Strategic Business Technology. Vendors provided product information and demos of their products to the committee through an Request for Information (RFI) process. It was determined by the committee that the Accela solution was the best option for the County's needs.

Accela Legislative Management is a module of an existing platform currently utilized throughout the county that includes County Fire, Public Works Right of Way (ROW), Planning Land Management, and Citizen Access. Since the County has an established relationship with this vendor and product, a Sole Source purchasing option is sufficient for this purpose and was approved by the Purchasing Agent on March 1, 2017.

Accela's Legislative Management product is a single solution that offers agenda management and web streaming through one program. The modules available manage the entire process from report creation to reviewing scheduled items, final item, meeting agenda review process, agenda publishing, meeting process, minutes drafting and publishing, post-meeting process, user security, and sharing information with the Board, staff and public. Advantages to an electronic system include: reduced document costs, time savings, process efficiency, improved output quality, compliance, accountability, knowledge resource, video publishing, and community transparency.

Approval to Enter into an Agreement with Accela for a Legislative Management Solution

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Two products are recommended for purchase through Accela Legislative Management, Agenda & Minutes and Civic Streaming. Civic streaming also comes with Minutes Maker that allows you to quickly and easily generate minutes while watching the meeting. The Agenda & Minutes module has full WORD integration with all WORD functions; a centralized document database; workflow, routing, and review processes; attachments and importing; history tracking and audit; information sharing; and task follow-up and progress tracking. All data is available to any stakeholder, from any device (computer, tablet, phone), through the searchable citizen and staff web portal. Accela will also provide a standard historical import/data conversion of all data.

The training is a train the trainer approach, which is geared toward people who are power users and will also be the County’s internal trainers. After the essential training is complete and the County is using the software, Accela and the internal trainers train submitters, approvers, and Board members. After going live, additional free training is provided for advanced functionality through the Accela training academy.

The subscription includes unlimited enterprise annual subscription model (no hidden or upfront costs) that includes all services, implementation, training, 24x7 live telephone support, upgrades, encoding appliance for web streaming, historical standard data import, unlimited storage, and unlimited bandwidth.

The estimated timeframe of implementation is 4-6 months, which includes discovery and planning, training, and parallel testing. It is anticipated to go live with this electronic solution on January 1, 2018.

**POLICY ISSUE:**

County policy requires Board of Supervisors’ approval for all contracts and transactions exceeding \$100,000.

**FISCAL IMPACT:**

The annual subscription is \$47,280 with a 3-year contract term that totals \$141,840. Funding in the amount of \$225,000 was approved in Fiscal Year 2015-2016 Technology Innovations program. The funding has been carried over into Fiscal Year 2016-2017 in Appropriations for Contingencies. A transfer to the Chief Executive Office – Operations & Services budget is needed and detailed in the attached budget journal. Any unused funding will be returned to the General Fund.

<b>Cost of recommended action:</b>	\$ 141,840
<b>Source(s) of Funding:</b>	
Technology Innovation Program Funds	\$ 141,840.00
<b>Funding Total:</b>	<u>\$ 141,840</u>
<b>Net Cost to County General Fund</b>	<u>\$ -</u>

**Fiscal Years:**

2016-2017
Yes

**Budget Adjustment/Appropriations needed:**

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended action is consistent with the Board's priority of Efficient Delivery of Public Services by reducing time and costs, and improving process efficiency of the agenda management process.

**STAFFING IMPACT:**

Chief Executive Office and Clerk of the Board staff will manage the agreement and oversee the implementation of the Legislative Management Solution.

**CONTACT PERSON:**

Tera Chumley, Senior Management Consultant  
Liz King, Clerk of the Board

Telephone: (209) 573-1398  
Telephone: (209) 525-4494

**ATTACHMENT(S):**

1. Accela Legislative Management Order Schedule
2. Budget Journal

# Attachment 1

# **Stanislaus County, California**

## **Agendas, Minutes, and Streaming**

### **March 27, 2017**

Drew Baker  
Business Development Executive - Legislative Management  
[abaker@accela.com](mailto:abaker@accela.com)



Products and Services

Annual Subscriptions

Product Code	Product Name	Qty	Total Price
SS6oAA&MT1oCOo1	Legislative Management - Agenda & Minutes T1o P5ooK-1M	1	\$30,000.00
SS6oACSTT1oCOo1	Legislative Management - Civic Streaming T1o P5ooK-1M	1	\$17,280.00

Grand Total: USD\$47,280.00

Accela Legislative Management Order Detail

General Information

Customer Name	Stanislaus County, California
Customer Contact	Tera Chumley
Customer Address	Chief Executive Office: Attn: Tera Chumley 1010 10th Street Suite 6800, Modesto, California 95354

Agreement Terms

Term Start	Upon the last signature date of the Order
Term End	Twelve months from the Term Start date

Payment Schedule

Currency USD	\$47,280.00
Initial Payment	due upon signing of the contract
<p>If a PO is required, you must provide the PO number to the right in order for it to be referenced on the invoice. If no PO number has been provided, the invoice will be issued and valid without the PO number.</p>	
	<p>PO# (If required) Type NA if not required</p>

## Terms and Conditions

**1. IMPORTANT NOTICE TO USER:** Accela, Inc. ("Accela") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software") in this Order Schedule. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of California.

**2. Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

### 3. Continued Services

**3.1 Updates and Renewals.** If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Accela. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by Accela.

**3.2 Hosting.** Accela agrees to maintain Customer data in a secure datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

**3.3 Ownership of Data.** All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Accela will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD.

### 4. Payment Terms & Fees

**4.1 Term and Termination.** Unless otherwise stated above in the Order Detail of this order schedule, Subscription terms are twelve (12) calendar months in duration. The initial Term of this Agreement is effective as of the date of the Customer's signature ("Effective Date") and will continue for 12 months unless otherwise stated in the order detail. At the end of the initial term, Customer's subscription will renew for an additional 12 month term unless Customer provides written notice to Accela not less than sixty (60) calendar days prior to the end of the initial term. Provided Accela notifies Customer not less than sixty (60) calendar days prior to the end of said prior term, Accela reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.

**4.2 Payment Terms. Annual Subscription Services of USD\$47,280.00 will commence on April 14, 2017 or the effective date of the agreement, whichever is later.** Each subsequent annual billing will occur on the anniversary date of initial term. Payment Terms are **NET 30** Days from the invoice date.

**4.3** In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

**4.4 On-Site Support and Expenses.** Should on-site support requiring travel by Accela staff be requested by Customer, Accela will provide on-site assistance 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 and will be billed at cost and invoiced separately.

**4.5 Hardware.** Hardware, if any, is provided at no additional cost. Accela does not warrant any hardware. Should Accela furnish encoder hardware as part of the Civic Streaming (fka MediaTraq) video streaming service, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Accela's services is to be returned to Accela upon termination of associated services.



**5. Limitation of Liability.** Accela will, at all times during the Agreement, maintain appropriate insurance coverage. 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.

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

This Order Schedule is entered into between Customer and Accela. Customer accepts and agrees to adhere to the Terms and Conditions with this order schedule, will be referenced as the “Agreement.” This Agreement between Customer and Accela, which Customer hereby acknowledges and accepts, constitutes the entire agreement between Accela and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

Other Terms	
<b>Contract Term</b>	36 Months
<b>Special Terms</b>	Annual fee increase will not exceed 3%, superseding section 4.1

Accounting Payable Contact Information	
First Name:	Last Name:
Title:	
Email Address:	
Phone Number:	

Signature Section			
Vendor	Accela, Inc.	Client	Stanislaus County, California
Signed By		Signed By	
Date		Date	
Title		Title	
Name (Print)		Name (Print)	

Additional Signatures (Optional)			
Client	Stanislaus County, California	Client	Stanislaus County, California
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	

# Attachment 2

