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

DEPT: Planning and Community Development

BOARD AGENDA:5.D.3
AGENDA DATE: June 25, 2024

SUBJECT:
Approval to Enter Into a Ten Year Contract with Accela, Inc. for Cloud Permitting Software in the Amount of $2,287,545

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2024-0359**

On motion of Supervisor B. Condit **Seconded by Supervisor** C. Condit
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal
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:

Elizabeth A King
ATTEST: **ELIZABETH A. KING, Clerk of the Board of Supervisors** **File No.**

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Planning and Community Development BOARD AGENDA:5.D.3
AGENDA DATE: June 25, 2024

CONSENT: ☑

CEO CONCURRENCE: YES 4/5 Vote Required: Yes

SUBJECT:

Approval to Enter Into a Ten Year Contract with Accela, Inc. for Cloud Permitting Software in the Amount of $2,287,545

STAFF RECOMMENDATION:

1. Authorize the Director of Planning and Community Development to execute a contract with Accela for Cloud Permitting Software in the amount of $2,287,545.
2. Direct the Auditor Controller to increase appropriations in the Planning and Community Development Building Permits Legal Budget Unit in the amount of $438,055 for the implementation of the Accela Cloud software and two years of the software agreement.
3. Approve the use of Public Facilities Fee Funds in the amount of $87,600 to provide funding for implementation of the Accela Cloud Permitting Software.

DISCUSSION:

On September 13, 2011, the Board of Supervisors approved the awarding of the One-Stop Permitting Software Contract to Accela. The Stanislaus County Planning and Community Development Department's Building Permits Services is assigned to oversee the County's One-Stop-Shop permitting process. The Accela Software is used in the processing of all County building permits, including the collection of the County's Public Facilities Fees (PFF), and land use entitlement permits. Current Accela Software users include staff from various County departments (Assessor, Auditor-Controller, Chief Executive Office, Environmental Resources, Fire Warden, Planning and Community Development, and Public Works) and the City of Ceres' Planning Department which contracts with the County Planning Department for building permit plan check and inspection services.

The current Accela Software being used is an "on-premises" system which means that it is installed and operated from the County's in-house server and computer infrastructure. In late 2022, due to increases in costs associated with server maintenance, the department began exploring options to transition to the Accela "cloud" system, which is remotely hosted. In August 2023, the Planning and Community Development Department (Department) was notified that Accela will discontinue maintenance of the on-premises system by June 30, 2025.

Under the current on-premises system, the County purchase included an unlimited number of users. The cloud system comes with a more specific per user licensing contract which is more expensive, however, it also eliminates the cost of on-premises servers (both hardware and maintenance).

On December 1, 2023, Accela provided the County with five- and ten-year contracting options with the possibility to reduce costs through the upfront payment of the first two years (see Attachment 1 – *Contracting Options*). All contracting options are based on 70 user licenses, enough to cover all existing users. The greatest cost reduction opportunity is provided by the 10-year contract with two years paid upfront for a total cost of $2,227,545:

10 Year Option with Upfront Two-Year Payment Pricing Summary

Period	Net Total
Year 1	$ 177,100
Year 2	$ 185,955
Year 3	$ 195,253
Year 4	$ 205,015
Year 5	$ 215,266
Year 6	$ 226,029
Year 7	$ 237,331
Year 8	$ 249,197
Year 9	$ 261,658
Year 10	$ 274,741
Total	**$ 2,227,545**

All contracting options include a one-time cost of $60,000 for Accela's implementation of the migration and one-time cost of $15,000 for use of TruePoint to assist with migration. TruePoint is an Accela certified partner which was subcontracted by Accela in 2011 to assist with current Accela Software implementation and has since been contracted by the County to assist with Software maintenance and user interface enhancement to meet local business practices/needs. Based on contract options provided to the County, staff is recommending the 10-year contract, with two years paid upfront and the one-time migration costs, for a total cost of $2,302,545.

The County's PFF Committee has authorized the use of $87,600 in PFF Administrative Fees to cover 20% of the cloud migration, implementation, and upfront (two-year) costs, with the remaining 80% of the costs being initially absorbed by the Building Permits Legal Budget Unit.

CLOUD MIGRATION, IMPLEMENTATION, AND UP-FRONT COSTS			
COSTS	AMOUNT	PFF ADMIN FUNDS	BUILDING PERMITS
Two-Year Up Front	$ 363,000	$ 72,600	$ 290,400
Accela Implementation	$ 60,000	$ 12,000	$ 48,000
Consultant Costs	$ 15,000	$ 3,000	$ 12,000
Total	**$ 438,000**	**$ 87,600**	**$ 350,400**

The 20% is based on the current breakdown of PFF to building permit cases within the Accela Software system. The Department will initially absorb most of the remaining 80% of costs, as reflected in Attachment 2 – *Cost Allocations by Department/Agency*, with a plan to have the two-years upfront costs proportionally paid back by the other Accela Software users. Starting in year three, all County departments will be responsible for their own respective user licenses fees, plus the upfront cost payback as reflected in this chart:

Accela Cloud Payments by Year - Years 3 to 10

Annual User License Cost	Year 3 FY 2027	Year 4 FY 2028	Year 5 FY 2029	Year 6 FY 2030	Year 7 FY 2031	Year 8 FY 2032	Year 9 FY 2033	Year 10 FY 2034
Annual Cost per User License	$ 2,789	$ 2,929	$ 3,075	$ 3,229	$ 3,390	$ 3,560	$ 3,738	$ 3,925
Annual Repayment of Upfront Costs per User License	928	928	928	928	928	928	928	928
Total Cost Per License with Repayment	**$ 3,717**	**$ 3,857**	**$ 4,003**	**$ 4,157**	**$ 4,318**	**$ 4,488**	**$ 4,666**	**$ 4,853**

In early 2023, both of our neighboring counties, Merced and San Joaquin, entered into agreements with Accela for Cloud Permitting Software:

- Merced County – 10-year contract authorized February 28, 2023.
  - $4,523,609 total contract cost for 90 users; $5,026 per year user license fee.
- San Joaquin County – 15-year contract authorized March 8, 2023.
  - $9,951,349 total cost for 119 users; $5,575 per year user license fee.

Whereas Stanislaus County has been utilizing the Accela Software since 2012, the 2023 contracts are a first for both Merced and San Joaquin counties. The per user license fees reflected above for Merced and San Joaquin counties are gross costs based on the overall cost authorized for the contracts, which include the first-time user implementation costs. Accela negotiates all prices and does not provide a standardized per user license fee.

Under the Department's current agreement with the City of Ceres (effective through June 30, 2024), the City of Ceres is obligated to pay its share of the cost for existing Accela Software licensing and annual maintenance based on the city's proportional share of permits issued in the Accela system during the most recent Fiscal Year. The Department will be working with the City of Ceres to amend the agreement to reflect the change in costs to a per user license cost. If the City of Ceres was to stop utilizing the

County's Accela system, then the Department will absorb the cost of the unassigned licenses until other users are identified.

All Accela Software users have been briefed on the migration and associated costs, including payback, and none have objected.

The Accela Cloud Permitting contract will allow the County to add additional users, as needed, at the same per user license cost provided under contract and will provide the County with access to all of Accela's Civic Applications, subject to additional implementation costs, which include business licensing, cannabis regulation, fire prevention, and environmental health (see Attachment 3 – *Accela Civic Applications*). As part of the County's contract with Accela, ten hours of technical training will be provided per year for the first three years and end user training will be made available through Accela U, an online training platform offered by Accela to ensure users can optimize their Accela Solutions.

The Department will enter into an on-call contract with TruePoint who will be available to work with the County to streamline future user interface enhancements, as needed. TruePoint is able to leverage their knowledge of the Accela Software and the users' needs to streamline enhancements. In the case of the Department's Planning Services, there are tracking and financing report enhancements needed as a means of eliminating reports currently being manually created outside of the system.

The Department's current utilization of the Accela Software is based on annual licensing and maintenance fees that have increased at 3% annually for a current 2024 cost of $49,000. In addition to those fees, the Department's Building Permits Legal Budget Unit is fully responsible for annual costs associated with the servers and TruePoint support, bringing the total three-year (Fiscal Years 2021, 2022, and 2023) net cost average to $63,272. The General Services Agency has approved a no advantage non-competitive procurement, removing the need for the Department to conduct a Request for Proposal (RFP). The Department is not proposing the purchase of a new software product only the migration to the cloud version of Accela.

POLICY ISSUE:

The County's Purchasing and Salvage Policy requires Board of Supervisors approval for contracts whose value exceeds $200,000 consistent with California Government Code Section 25502.5. Furthermore, Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by four-fifths vote.

FISCAL IMPACT:

The total cost of $2,302,545 includes the $2,287,545 Accela contract and the TruePoint $15,000 on-time implementation cost. The total cost will be funded by the agencies utilizing the Accela user licenses. These agencies include various County departments (Assessor, Auditor-Controller, Chief Executive Office, Environmental Resources, Fire Warden, Planning, and Public Works) and the City of Ceres which contracts with the County for building permit plan check and inspection services. The implementation and two-year upfront payment totals $438,055. The implementation will be funded by $87,600 from the Public Facility Fees Fund and $350,455 from the Building Permits Legal Budget Unit (LBU) Fund Balance. The Building Permits LBU fund balance is

$3,148,067 as of May 2024. County departments holding Accela licenses will begin to be charged in year three of the agreement in Fiscal Year 2027. These County departments will be assessed an additional amount each year from year three to year ten to payback the Building Permits LBU at a prorated amount for the first two years paid upfront.

The anticipated TruePoint consulting cost in the amount of $99,990 will be paid with existing Building Permits annual appropriations over the life of the contract.

The Planning Department is requesting to increase appropriations in the amount of $438,055 in the Building Permits LBU using fund balance in Fiscal Year 2025. The requested budget adjustment will adjust the 2025 Proposed Budget and is detailed in the attached budget journal. Typically, the County refrains from making budget adjustment until after the Board of Supervisors has approved the fiscal year's Adopted Budget in September; however, it is recommended to adjust the budget at this time due to the time sensitivities related with executing the agreement.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priorities of *Developing a High-Performing Economy*, *Delivering Efficient Public Services*, and *Enhancing Community Infrastructure* by supporting the One-Stop-Shop permitting process.

STAFFING IMPACT:

Existing Planning and Community Development Department staff, Accela staff and third-party consultant TruePoint will implement the Accela cloud software and the data conversion.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

ATTACHMENT(S):

1. Contracting Options
2. Cost Allocation by Department/Agency
3. Accela Civic Applications
4. Accela Subscription Services Agreement
5. Accela Cloud Order Form
6. Accela Statement of Work
7. TruePoint Solutions Agreement
8. Budget Journal
9. Levine Act Disclosure Statement

ATTACHMENT 1

Stanislaus County Cloud Migration FY 24

Option A: 10 Year Cloud with 2 Years Upfront
Support and Maintenance, Hosting, Upgrades, Mobile, GIS, ACA Included
Quote Valid Through 6/30/2024 and Based on SKUs and Quantities Below

	Price	Quantity	Total	FY
Year 1				
Cloud Users	$ 2,530.00	70	$ 177,100.00	**2025**
Total			$ 177,100.00	
Year 2				
Cloud Users	$ 2,656.50	70	$ 185,955.00	**2026**
Total			$ 185,955.00	
Year 3				
Cloud Users	$ 2,789.33	70	$ 195,252.75	**2027**
Total			$ 195,252.75	
Year 4				
Cloud Users	$ 2,928.79	70	$ 205,015.39	**2028**
Total			$ 205,015.39	
Year 5				
Cloud Users	$ 3,075.23	70	$ 215,266.16	**2029**
Total			$ 215,266.16	
Year 6				
Cloud Users	$ 3,228.99	70	$ 226,029.46	**2030**
Total			$ 226,029.46	
Year 7				
Cloud Users	$ 3,390.44	70	$ 237,330.94	**2031**
Total			$ 237,330.94	
Year 8				
Cloud Users	$ 3,559.96	70	$ 249,197.48	**2032**
Total			$ 249,197.48	
Year 9				
Cloud Users	$ 3,737.96	70	$ 261,657.36	**2033**
Total			$ 261,657.36	
Year 10				
Cloud Users	$ 3,924.86	70	$ 274,740.23	**2034**
Total			$ 274,740.23	
Average Price Per User	$ 3,182.21			
		Total Cost	$ 2,227,544.77	
		Avg. Cost Per Year	$ 222,754.48	
		Two Years Upfront Cost	**$ 363,055.00**	
		Average Cost Per Year Years 3 to 10	$ 233,061.22	

Option B: 10 Year Cloud
Support and Maintenance,
Quote Valid Through

	Price	Quantity	Total
Year 1			
Cloud Users	$ 2,920.00	70	$ 204,400.00
Total			$ 204,400.00
Year 2			
Cloud Users	$ 3,066.00	70	$ 214,620.00
Total			$ 214,620.00
Year 3			
Cloud Users	$ 3,219.30	70	$ 225,351.00
Total			$ 225,351.00
Year 4			
Cloud Users	$ 3,380.27	70	$ 236,618.55
Total			$ 236,618.55
Year 5			
Cloud Users	$ 3,549.28	70	$ 248,449.48
Total			$ 248,449.48
Year 6			
Cloud Users	$ 3,726.74	70	$ 260,871.95
Total			$ 260,871.95
Year 7			
Cloud Users	$ 3,913.08	70	$ 273,915.55
Total			$ 273,915.55
Year 8			
Cloud Users	$ 4,108.73	70	$ 287,611.33
Total			$ 287,611.33
Year 9			
Cloud Users	$ 4,314.17	70	$ 301,991.89
Total			$ 301,991.89
Year 10			
Cloud Users	$ 4,529.88	70	$ 317,091.49
Total			$ 317,091.49
Average Price Per User	$ 3,672.74	**Total Cost**	$ 2,570,921.23
		Avg. Cost Per Year	$ 257,092.12
		Avg. Cost Per Year 3-10	**$ 268,987.65**

2 Years upfront Savings
$ 343,376.47

Option C: 5 Year Cloud with 2 Years Upfront
Support and Maintenance, Hosting, Upgrades, Mobile, GIS, ACA Included
Quote Valid Through 6/30/2024 and Based on SKUs and Quantities Below

	Price	Quantity	Total
Year 1			
Cloud Users	$ 2,665.00	70	$ 186,550.00
Total			$ 186,550.00
Year 2			
Cloud Users	$ 2,798.25	70	$ 195,877.50
Total			$ 195,877.50
Year 3			
Cloud Users	$ 2,938.16	70	$ 205,671.38
Total			$ 205,671.38
Year 4			
Cloud Users	$ 3,085.07	70	$ 215,954.94
Total			$ 215,954.94
Year 5			
Cloud Users	$ 3,239.32	70	$ 226,752.69
Total			$ 226,752.69
Average Price Per User	$ 2,945.16		
		Total Cost	$ 1,030,806.51
		Avg. Cost Per Year	$ 206,161.30
		Two Years Upfront Cost	$ 382,427.50
		Average Cost Per Year Years 3 to 5	$ 216,126.34
		2 years upfront savings	$ 158,585.62

Option D: 5 Year Cloud
Support and Maintenance, Hosting, Upgrades, Mobile, GIS, ACA Included
Quote Valid Through 6/30/2024 and Based on SKUs and Quantities Below

FY		Price	Quantity	Total
	Year 1			
2025	Cloud Users	$ 3,075.00	70	$ 215,250.00
	Total			$ 215,250.00
	Year 2			
2026	Cloud Users	$ 3,228.75	70	$ 226,012.50
	Total			$ 226,012.50
	Year 3			
2027	Cloud Users	$ 3,390.19	70	$ 237,313.13
	Total			$ 237,313.13
	Year 4			
2028	Cloud Users	$ 3,559.70	70	$ 249,178.78
	Total			$ 249,178.78
	Year 5			
2029	Cloud Users	$ 3,737.68	70	$ 261,637.72
	Total			$ 261,637.72
	Average Price Per User	$ 3,398.26		
			Total Cost	$ 1,189,392.13
			Avg. Cost Per Year	$ 237,878.43
			Average Cost Per Year Years 3 to 5	$ 249,376.54

ATTACHMENT 2

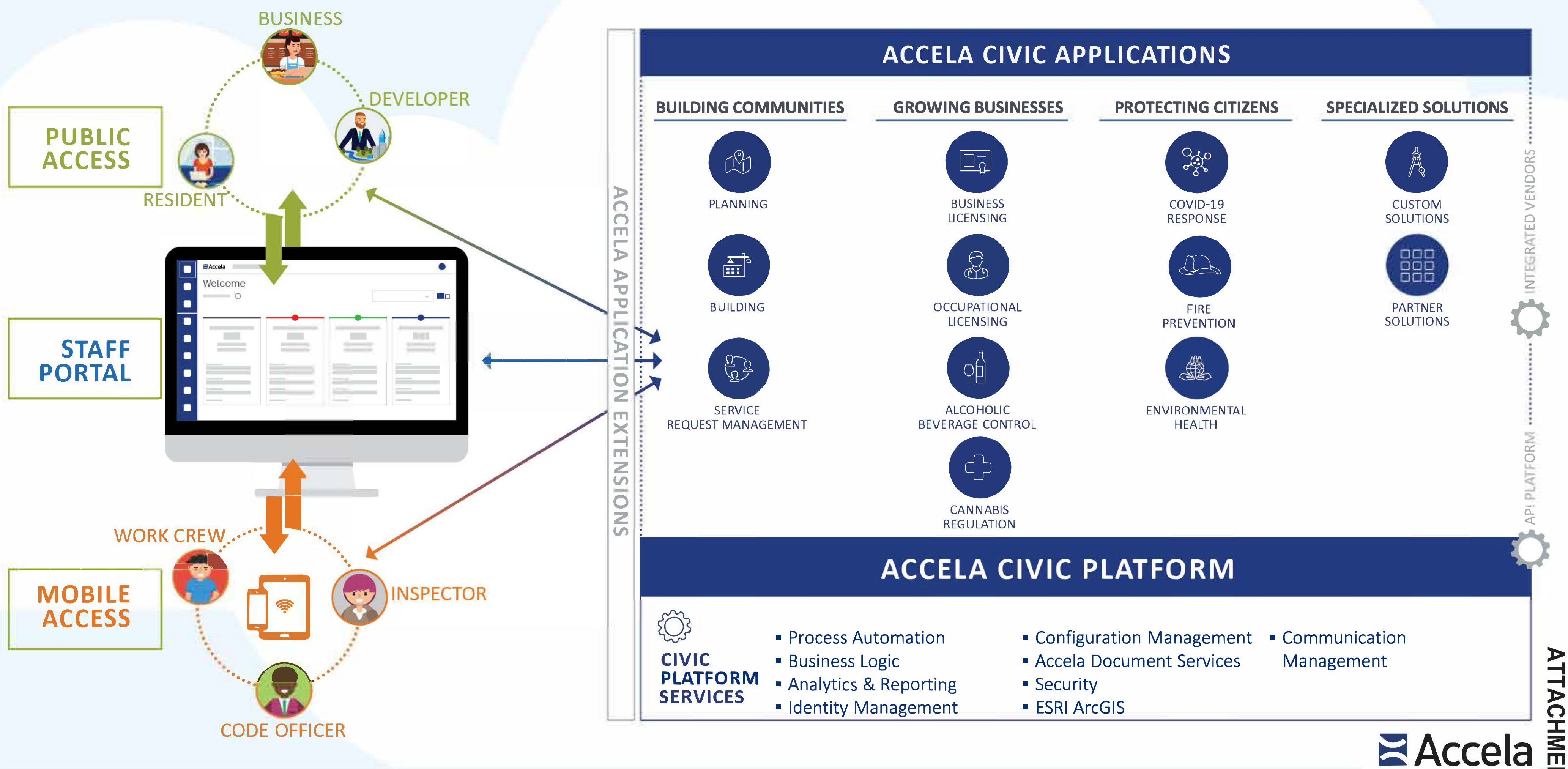
Accela Cloud Permit Software License Cost Allocation

Department/Agency	Number of Users	Years 1 FY 2025	Year 2 FY 2026	Year 3 FY 2027	Year 4 FY 2028	Year 5 FY 2029	Year 6 FY 2030	Year 7 FY 2031	Year 8 FY 2032	Year 9 FY 2033	Year 10 FY 2034	Total
Assessor	2	$ -	$ -	$ 7,435	$ 7,714	$ 8,006	$ 8,314	$ 8,637	$ 8,976	$ 9,332	$ 9,706	$ 68,119
Auditor Controller	1			3,717	3,857	4,003	4,157	4,318	4,488	4,666	4,853	34,060
Planning - Building Permits *	21	319,336		18,672	21,601	24,676	27,905	31,295	34,855	38,593	42,520	559,452
Chief Executive Office	2			7,435	7,714	8,006	8,314	8,637	8,976	9,332	9,706	68,119
Environmental Resources	11			40,891	42,425	44,036	45,727	47,503	49,368	51,326	53,381	374,655
Fire Warden - Fire Prevention	7			26,021	26,998	28,023	29,099	30,229	31,416	32,662	33,970	238,417
Planning - Planning	10			37,173	38,568	40,032	41,570	43,184	44,880	46,660	48,529	340,595
Public Works	5			18,587	19,284	20,016	20,785	21,592	22,440	23,330	24,264	170,298
Treasurer Tax Collector	2			7,435	7,714	8,006	8,314	8,637	8,976	9,332	9,706	68,119
Unassigned - Building Permits	3			11,152	11,570	12,010	12,471	12,955	13,464	13,998	14,559	102,179
						-	-	-	-	-	-	-
City of Ceres	6	15,180	15,939	16,736	17,573	18,451	19,374	20,343	21,360	22,428	23,549	190,932
PFF Contribution		87,600										87,600
Total	**70**	**$438,055**		**$ 195,253**	**$ 205,015**	**$ 215,266**	**$ 226,029**	**$ 237,331**	**$ 249,197**	**$ 261,657**	**$ 274,742**	**$ 2,302,545**

***Repayment of upfront costs made by Planning Building Permits for Year 1 and 2 will offset Planning Building Permits annual payments for Year 3 to Year 10.**

ATTACHMENT 3

ONE PLATFORM, MANY APPLICATIONS, ALL ACCESS



Accela

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 “***Support Services***” means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 “***Subscription Period***” means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer’s internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela’s detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs,

damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITSLICENSORSWITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription

Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

Accela

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below

ACCELA, INC.		**CUSTOMER:** ______________	
Signature:	DocuSigned by: Michael E Gigliello 73668EE5EB274C8...	Signature:	______________
Name:	Michael E Gigliello	Name:	______________
Title:	Controller	Title:	______________
Date:	6/14/2024	Date:	______________
		County Counsel:	Thomas E. Boze
		Signature:	Thomas E. Boze Thomas Boze (Jun 10, 2024 17:01 PDT)
		Date:	June 10, 2024

20201023

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Brad Jacobs
Contact Phone:
Contact Email: bjacobs@accela.com
Quote ID: Q-33539
Valid Through: 6/30/2024
Currency: USD

Order Form

Address Information

Bill To:
County of Stanislaus Planning & Development Department
1010 10th Street, Suite 3400
Modesto, California 95354
United States

Billing Name: Samuel Groves
Billing Phone: (209) 525-6330
Billing Email: grovess@stancounty.com

Ship To:
County of Stanislaus Planning & Development Department
1010 10th Street, Suite 3400
Modesto, California 95354
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	7/1/2024	6/30/2025	12	$2,530.00	70	$177,100.00
> Accela Building - SaaS	Year 1	7/1/2024	6/30/2025	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 1	7/1/2024	6/30/2025	12	$0.00	70	$0.00
Unit - Training		7/1/2024	6/30/2025	12	$0.00	10	$0.00
						TOTAL:	$177,100.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	7/1/2025	6/30/2026	12	$2,656.50	70	$185,955.00
> Accela Building - SaaS	Year 2	7/1/2025	6/30/2026	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 2	7/1/2025	6/30/2026	12	$0.00	70	$0.00
						TOTAL:	$185,955.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	7/1/2026	6/30/2027	12	$2,789.32	70	$195,252.75
> Accela Building - SaaS	Year 3	7/1/2026	6/30/2027	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 3	7/1/2026	6/30/2027	12	$0.00	70	$0.00
						TOTAL:	$195,252.75

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	7/1/2027	6/30/2028	12	$2,928.79	70	$205,015.39

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Building - SaaS	Year 4	7/1/2027	6/30/2028	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 4	7/1/2027	6/30/2028	12	$0.00	70	$0.00
						TOTAL:	$205,015.39

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	7/1/2028	6/30/2029	12	$3,075.23	70	$215,266.16
> Accela Building - SaaS	Year 5	7/1/2028	6/30/2029	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 5	7/1/2028	6/30/2029	12	$0.00	70	$0.00
						TOTAL:	$215,266.16

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 6	7/1/2029	6/30/2030	12	$3,228.99	70	$226,029.46
> Accela Building - SaaS	Year 6	7/1/2029	6/30/2030	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 6	7/1/2029	6/30/2030	12	$0.00	70	$0.00
						TOTAL:	$226,029.46

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 7	7/1/2030	6/30/2031	12	$3,390.44	70	$237,330.94
> Accela Building - SaaS	Year 7	7/1/2030	6/30/2031	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 7	7/1/2030	6/30/2031	12	$0.00	70	$0.00
						TOTAL:	$237,330.94

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 8	7/1/2031	6/30/2032	12	$3,559.96	70	$249,197.48
> Accela Building - SaaS	Year 8	7/1/2031	6/30/2032	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 8	7/1/2031	6/30/2032	12	$0.00	70	$0.00
						TOTAL:	$249,197.48

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 9	7/1/2032	6/30/2033	12	$3,737.96	70	$261,657.36
> Accela Building - SaaS	Year 9	7/1/2032	6/30/2033	12	$0.00	70	$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Planning - SaaS	Year 9	7/1/2032	6/30/2033	12	$0.00	70	$0.00
						TOTAL:	$261,657.36

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 10	7/1/2033	6/30/2034	12	$3,924.86	70	$274,740.23
> Accela Building - SaaS	Year 10	7/1/2033	6/30/2034	12	$0.00	70	$0.00
> Accela Planning - SaaS	Year 10	7/1/2033	6/30/2034	12	$0.00	70	$0.00
						TOTAL:	$274,740.23

Pricing Summary

Period	Net Total
Year 1	$ 177,100.00
Year 2	$ 185,955.00
Year 3	$ 195,252.75
Year 4	$ 205,015.39
Year 5	$ 215,266.16
Year 6	$ 226,029.46
Year 7	$ 237,330.94
Year 8	$ 249,197.48
Year 9	$ 261,657.36
Year 10	$ 274,740.23
Total	**$ 2,227,544.77**

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer’s order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer’s purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4.If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Training credits may be used to register Customer's select users for any regularly scheduled live or virtual training event found on the Accela University Calendar located at (https://accela.arlo.co/w/US/upcoming/). Additionally, Accela University will offer unlimited access to the entire library of self-paced elearnings for SaaS Civic Platform and Accela Mobile end-users. Customer shall be responsible for all other costs and expenses incurring in connection with the Training.

8. Customer may have one (1) no-cost Accelerate passes for years 1 – 3. Accelerate passes have no cash or credit value, are non-transferable, and there is no guarantee that an Accelerate conference will be held each or every year of this Order Form.

9. The prepayment amount for years 1 and 2 of the order is $363,055.00. Years 3 through 10 will be billed annually thereafter.

Signatures

Accela, Inc.	Customer
Signature: DocuSigned by: Michael E Gigliello 73668EE5EB274C8...	Signature:
Print Name: Michael E Gigliello	Print Name:
Title: Controller	Title:
Date: 6/14/2024	Date:

Signature: Thomas E. Boze Thomas Boze (Jun 10, 2024 17:00 PDT)

County Counsel: Thomas E. Boze

Date: June 10, 2024

Statement of Work

Stanislaus County, CA
SaaS Migration Services

6/4/2024

Version 1.2

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/9/2022	J. White	1.0	SOW Creation
3/10/2023	J. White	1.1	Revise report scope and pricing
10/10/2023	J. White	1.2	Revise price and expiration
12/1/2023	B. Jacobs	1.3	Revise expiration, no revision to price per Jim White's approval
5/7/2024	B. Jacobs	1.4	Revise expiration to 6/30/2024

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 6/4/2024 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to Stanislaus County, CA ("Agency" or "Customer").

The products and services contained herein shall be governed by the Subscription Services Agreement located at www.accela.com/terms/.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Development, Test, Production)
- Assistance migrating 4 specific interfaces:
  - GIS (including APO load)
  - Credit Card Payment Adapter (Virtual Merchant)
  - CSLB
  - DigEplan
- Migration of up to 50 SSRS reports
- Upgrade of EMSE scripts to version 3.0
- Assist in integrating Azure SSO
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:

1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)

   a. Copy database to Accela site
   b. Execute preparation and remediation scripts; drop any custom objects
   c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues that found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Upgrade script configuration to EMSE 3.0 framework
    - Update events to use EMSE 3.0 Master Scripts
    - Convert EMSE code in standard choices to script files
12. Migrate and Test integrations
    - Repoint service endpoints to new URLs
    - Adjust firewall rules and network topologies as necessary
    - Update interface EMSE scripting dependences for Azure compatibility
13. Migrate and update SSRS reports (maximum of 50)
    - Import reports into the Accela SaaS environment
    - Update reports to remove dependencies on custom objects (stored procedures, functions)
    - Facilitate customer testing and remediate any issues found resulting from migration
14. Validate Ad Hoc reports
    - Remove dependencies on custom views where possible
    - Convert to SSRS as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

Integration Assumptions

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.

PROJECT TIMELINE

The project is estimated to take 20 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

PAYMENT SCHEDULE

- 50% due at contract signing $30,000.
- 50% invoiced at completion $30,000.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is $60,000. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ODERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be executed before 6/30/2024. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Professional Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.

DocuSigned by:
Michael E Gigliello
73668EE5FB274C8
Authorized Signature

Michael E Gigliello
Name - Type or Print

Controller
Title

6/14/2024
Date

Stanislaus County, CA

Authorized Signature

Name - Type or Print

Title

Date

Signature: Thomas E. Boze
Thomas Boze (Jun 10, 2024 17:00 PDT)
County Counsel: Thomas E. Boze
Date: June 10, 2024

APPENDIX A: CHANGE ORDER FORM

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

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]
    - Schedule impact:
    - Resource impact:
    - Cost impact:
2. Etc.

Total Project Schedule Impact: [Enter]
Total Project Resource Impact: [Enter]
Total Project Cost Impact: [Enter]

B. BILLING TERMS:

Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:

If this is a CO for a bucket of T&M hours there needs to be an expiration 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 and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

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

Stanislaus County, CA

Service and Support Proposal

4/24/2024

Table of Contents

I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions, LLC is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex government IT solutions. Our team has an average of 18+ years of public sector IT experience.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. We are proud to announce that we were awarded the 2023 Accela Implementation Partner of the Year! A sampling of implementation projects which TruePoint has been involved with or completed include:

Cities	Cities	Cities	Counties	Counties
Alameda, CA	Manteca, CA	Santa Monica, CA	Contra Costa County, CA	Santa Barbara County, CA
Albany, OR	Maplewood, MN	Seattle, WA	Cowlitz County, WA	Santa Clara County, CA
Asheville, NC	Martinez, CA	Sierra Madre, CA	Douglas County, NV	Shelby County/Memphis, TN
Atlanta, GA	Maryland Heights, MO	Spokane, WA	Guilford County, NC	Solano County, CA
Aurora, CO	McAllen, TX	South Pasadena, CA	Gwinnett County, GA	Stanislaus County, CA
Benicia, CA	Menlo Park, CA	Stockton, CA	Hillsborough County, FL	Tillamook County, OR
Berkeley, CA	Menlo Park Fire, CA	Sunnyvale, CA	Humboldt County, CA	Weld County, CO
Boise, ID	Mesa, AZ	Tacoma, WA	Jackson County, OR	Washoe County, NV
Brea, CA	Meridian, ID	Tigard, OR	King County, WA	Yakima County, WA
Brookhaven, NY	Missoula, MT	Torrance, CA	Lake County, CA	
Ceres, CA	Moreno Valley, CA	Virginia Beach, VA	Lane County, OR	
Chesapeake, VA	New York City, NY	Visalia, CA	Lee County, FL	**Other State Agencies**
Chula Vista, CA	Oakland, CA	Walnut Creek, CA	Leon County, FL	Boston Public Health Commission
Clearwater, FL	Oklahoma City, OK	Watertown, WI	Maricopa County, AZ	CA, Coastal Commission
Cleveland, OH	Omaha, NE	West Sacramento, CA	Marion County, IN	CA, Dept. of Water Resources
Colorado Springs, CO	Ontario, CA	Westminster, CO	Martin County, FL	CA – HCAI
Concord, CA	Palmdale, CA	Westport, CT	Monterey County, CA	Oklahoma State Fire Marshal
Corte Madera, CA	Palo Alto, CA	Whistler, BC	Multnomah County, OR	State of Oregon
Corvallis, OR	Paso Robles, CA	Yorba Linda, CA	Napa County, CA	State of Michigan
Culver City, CA	Papillion, NE	Yuba City, CA	Nevada County, CA	State of Montana
Eastvale, CA	Pittsburg, CA		Nicollet County, MN	State of Nevada, Taxicab Auth
El Paso, TX	Pleasant Hill, CA		Olmsted County, MN	State of New York
Fort Collins, CO	Peoria, AZ		Osceola County, FL	TRPA-Tahoe Regional Pln. Auth.
Fort Lauderdale, FL	Pleasanton, CA		Pasco County, FL	CA State Lands Commission
Frederick, CO	Rancho Cucamonga, CA		Placer County, CA	City & County of Denver
Fresno, CA	Reno, NV		Pima County, AZ	City & County of San Francisco
Fremont, CA	Ridgefield, WA		Pinal County, AZ	UC Davis Health
Garden City, ID	Rochester, MN	**Counties**	Polk County, FL	University of Minnesota
Golden, CO	Roseville, CA	Adams County, CO	Sacramento County, CA	Unified Government, KC and Wyandotte
Goodyear, AZ	Sacramento, CA	Arapahoe County, CO	San Benito County	**Towns and Villages**
Grand Rapids, MI	Saint Helens, OR	Boulder County, CO	San Diego County, CA	Elk Grove Village, IL
Grass Valley, CA	Sahuarita, AZ	Brevard County, FL	San Mateo County, CA	Town of Los Gatos, CA
Indianapolis, IN	Salt Lake City, UT	Buncombe County, NC		Town of Paradise, CA
Lincoln, CA	San Antonio, TX	Clackamas County, OR		Town of Paradise Valley, AZ
Lincoln, NE	San Diego, CA	Carroll County, MD		Town of Queen Creek, AZ
Livermore, CA	Santa Clara, CA	Chesterfield County, VA		Town of Sahuarita, AZ
Lone Tree, CO		Cobb County, GA		
Madison, WI				

Legend	
TruePoint Accela Automation Projects/Clients	
● (yellow)	Accela Legacy Upgrade - Tidemark
● (green)	Accela Legacy Upgrade - Permits Plus
● (red)	Hansen Upgrades
● (purple)	Accela Legacy Upgrade - Kiva

II. TruePoint Staff

Maintaining Accela Automation represents an important technological undertaking for the County. TruePoint will assign talented staff that have in-depth knowledge of your current implementation.

Keith Hobday will be the main point of contact for this engagement and ultimately responsible for all members of the TruePoint team. It is anticipated that the other resources involved with your implementation: Richard Holland, McKenzie Helvick and Erica Rodriquez will be the key resources for this request.

III. Project Scope

TruePoint Solutions will perform the following services.

Proposed Services

This service will provide day-to-day as needed or on call support above and beyond what is provided by Accela CRC. It will also provide a budget to continually enhance and expand the County's Accela configuration.

- Training as needed on any aspect of Accela. Training can be done on-site or remotely
- Advise on how to most efficiently configure the Accela Civic Platform based on experience we have gained from over 140 customers
- Misc. Configuration changes as requested
- Scripting for business process automation
- Fee configuration and enhancements
- Report Development and Support using Ad-Hoc or Crystal
- ACA support and enhancements
- Accela Mobile support
- Accela GIS support
- DigEplan related product support issues and enhancements
- Day-to-day phone support and issue resolution

Time and Material Costs

Task	Hours	Rate	Cost
As Needed/Requested Services			
Consulting Services	606	$165	$99,990.00
Travel and Expenses as Incurred if needed			$0
	Total Estimate		**$99,990.00**

Services will be billed monthly ONLY as work is requested by the County.

SIGNATURE

Agency acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted Stanislaus County, CA.	Accepted TruePoint Solutions
By:	By:
Print Name:	Print Name: Keith Hobday
Title:	Title: Partner
Date:	Date:

ORACLE **Budget Adjustment Template**

Budget Entry Identifier (For department tracking only)		PL Accela Cloud Contract

*SC_FUND[..] (4 char)	*SC_COST CENTER[..] (7 char)	*SC_ACCOUNT[..] (5 char)	*SC_PROJECT[..] (7 char)	*SC_LOCATION[..] (6 char)	*SC_MISC[..] (6 char)	*SC_INTERFUND[..] (4 char)	*SC_FUTURE[..] (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
1206	40400	63000	0000000	000000	000000	0000	00000	438,055		438,055	7/1/2024 Budget Date
										-	
										-	
										-	
										-	
										-	
										-	
										-	
Total								438,055	-	438,055	

Explanation: Increase appropriations in the Building Permits Legal Budget Unit Fund/Cost Center 1206/0040400 in the amount of $438,055 in July 2024 for use in Fiscal Year 2025 for the implementation of the Accela Cloud Permitting Software Appropriations increase is needed for payment in July 2024. Building Permits will be used to fund the implementation costs.

Requesting Department	CEO	Auditor-Controller's Office
Sam Groves	Patrick Cavanah	Christopher L Barnes
Prepared by	Approved By	Approved By
6/3/2024	6/5/2024	6/5/2024
Date	Date	Date

*****COMPLETE & RETURN THIS PAGE*****

CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than $250 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than $250 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

> An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:
> (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
> (2) Serve as a member of a board or commission;
> (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
> (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: https://www.stanvote.com/pdf/elected-officials-list.pdf. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?
☐ *YES* ☑ *NO*

- If YES, please identify the person(s) or agent(s) making the contribution:

____

- If YES, please identify the County Officer receiving the contribution:

____

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any County Officer in the twelve (12) months following any Board action related to this contract? ☐ *YES* ☑ *NO*

- If YES, please identify the person(s) or agent(s) making the contribution:

____

- If YES, please identify the County Officer receiving the contribution:

____

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:	DocuSigned by: [redacted] 73668EE5EB274C8...	Date Signed: 6/6/2024
Print Name:	Michael E Gigliello	
Title:	Controller	
Company:	Accela, Inc.	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP/ Bid Number:	RFP/Bid Title: