

AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE

County of Nevada, California

This AGREEMENT is made by and between the **County of Nevada**, a political subdivision of the State of California (herein "County"), and **TruePoint Solutions, LLC** (herein "Contractor"), wherein Contractor agrees to provide implementation services for the **Accela Automation** software suite. As described in the Schedules comprising this Agreement, Contractor will successfully implement **Accela Automation** consisting of all system modules and capabilities necessary to meet the County's requirements as defined in the System Feature List presented in Appendix B-1.

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

- Schedule A: General Terms and Conditions**
- Schedule B: Software License Agreement**
Appendix B-1: System Feature List
- Schedule C: Software Maintenance Agreement**
- Schedule D: Scope of Professional Services**
Appendix D-1: Hardware Specifications
Appendix D-2: Preliminary Project Schedule
- Schedule E: Schedule of Charges and Payments**

CONTRACTOR:

COUNTY OF NEVADA:

Name:
Title:

Dated: _____

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson-Hunter
Acting Clerk of the Board

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 *Acceptance*: The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Agreement; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2 *Acceptance Certificate*: A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3 *Acceptance Plan*: That document, delivered as a component of the Implementation Plan document, that defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 *Agreement* – This Agreement, all schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 *Authorized Representative*: The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 *Computer System*: The computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Licensed Software.
- 1.7 *Confidential Information* – Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person (“Discloser”) to another Person (“Recipient”) pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.8 *Copyrights* – copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.9 *Customization*: Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as “Enhancements.”

- 1.10 *Data*: All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.11 *Data Conversion Plan*: The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.
- 1.12 *Database Software*: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store County data on a disk sub-system as part of the operation of the Software.
- 1.13 *Defective Work*: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.
- 1.14 *Deliverables*: Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables") or Deliverables required from County ("County Deliverables").
- 1.15 *Derivatives* – any and all adaptations, enhancements, improvements, modifications, revisions, or translations, whether to Intellectual Property or otherwise.
- 1.16 *Documentation*: Standard technical publications relating to use of the Licensed Software or Programs, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.17 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.18 *Enhancement*: A change or additions, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.
- 1.19 *Error*: Either (a) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.20 *Error Correction (may also be referred to as "Patch")*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error. or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.21 *Explanatory Documentation*: Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.
- 1.22 *Final Acceptance Certificate*: County's final written acceptance of the Programs and services to be provided under this Agreement.
- 1.23 *Hardware*: The Computer System components and equipment, other than the Licensed Software and Third-Party Software.

- 1.24 *Local Hardware*: The computer processing device(s) on which the Software is installed, each device of which is auditable by and reported to Contractor. Local Hardware may include physical and/or virtual servers.
- 1.25 *Implementation Plan*: That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.26 *Installation*: Means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Local Hardware to make it operational.
- 1.27 *Intellectual Property*: Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.28 *Licensed Software*: The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.29 *Maintenance Release*: A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.30 *New Product* – any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to Contractor's licensees generally without separate charge.
- 1.31 *Notice of Completion*: A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.32 *Object Code*: Machine readable compiled form of Licensed Software provided by Contractor.
- 1.33 *Party*: Either Contractor or County, and "Parties" means both of the same.
- 1.34 *Patents*: All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.35 *Professional Services*: Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Agreement.
- 1.36 *Project Management*: The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.37 *Project Management Plan*: A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.
- 1.38 *Programs*: The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Agreement.

- 1.39 *Release*: Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.40 *Seat*: A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.41 *Site*: A single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the applicable Schedule.
- 1.42 *Software*: The software program(s) identified on Schedule E, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.
- 1.43 *Software Acceptance Date*: The date of final acceptance of the System by County as described in Schedule D of this Agreement.
- 1.44 *Specifications*: The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals.
- 1.45 *Subsequent Release*: A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.46 *Support Services*: Those services provided by Contractor as described in Schedule C: Software Maintenance Agreement.
- 1.47 *System*: The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.48 *System Cutover*: The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.49 *Test Period*: The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.
- 1.50 *Third Party Software*: Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.51 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.52 *Update*: A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include the release of a new product or added features for which Contractor generally imposes a separate charge.

- 1.53 *Upgrade*: Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.54 *Users*: People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.55 *Version*: A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").
- 1.56 *Warranty Period*: The twelve (12) month period commencing on the Software Acceptance Date during which reported Errors, Defects and Malfunctions for Licensed Software or Programs products are corrected by the Contractor without charge to the County.
- 1.57 *Work or Project*: The implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Agreement to the County.

2.0 Notices

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

Contractor:
TruePoint Solutions, LLC
 3262 Penryn Road, Suite 100-B
 Loomis, CA 95650
 Contact Person:
 Kent Johnson
 Chief Executive Officer

916-256-1293
 916-607-4490
 kjohnson@truepointsolutions.com

County of Nevada:
 950 Maidu Avenue
 Nevada City, California 95959

Contact Person:
 Daniel Chatigny
 Chief Fiscal & Administrative Officer
 Community Development Agency

530-470-2799
 daniel.chatigny@co.nevada.ca.us

3.0 Standard of Performance

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises, shall comply with the County's regulations regarding security, safety and professional conduct, including but not limited to Nevada County Security Policy (NCSP) 102 regarding data security.

4.0 Contractor as Independent

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

5.0 Indemnification

5.1 General

Contractor shall defend, indemnify and save harmless the County, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the County. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

6.0 Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

- 6.1 Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
 - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
 - c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
 - d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 6.2 Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 6.3 Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of

such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- a. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
- b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided under this Agreement;
- c. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,
- d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

6.4 Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. Contractor shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.

6.5 Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

7.0 Ownership of Data

County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other materials prepared under this Agreement, except for computer software, which shall be subject to the restrictions set forth in this Agreement.

8.0 Assignment and Subcontracting

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both parties.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which COUNTY may elect to suspend payments hereunder, or terminate this Agreement, or both.

9.0 Confidentiality

The parties hereto acknowledge that information obtained about the other party pursuant to this Agreement may include confidential and proprietary information (hereinafter the "Confidential Information"). Each party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other party, except as required by law. The parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. County shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the Software or any portion thereof. These obligations of confidentiality shall survive termination of the License and this Agreement.

10.0 Nondiscrimination and Compliance with Laws

In providing Services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

11.0 Prior Nevada County Employment (County Resolution No. 03-353)

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by COUNTY, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

12.0 Intellectual Property

County and Contractor acknowledge that Accela, Inc. owns all right, title and interest in and to the Software, the Documentation, including System Administration and End User Manuals, and other information relating thereto (including all customizations and modifications developed for County), including all patents, trademarks, copyrights, trade secrets and other intellectual property rights.

13.0 Conflict of Interest

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

14.0 Responsibilities of County

County shall provide all information reasonably necessary to Contractor in performing the Services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

15.0 Term and Termination

15.1 The Term of this Agreement shall commence upon execution by both parties, and shall continue until all Tasks and Deliverables have been completed unless terminated earlier in accordance with this section.

15.2 Termination by County

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may terminate this Agreement upon thirty (30) days written notice without cause. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.

15.3 Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

15.4 **Disentanglement**

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all commercially reasonable steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider, provided however, the Contractor shall not be obligated to disclose its Intellectual Property to any third party. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, and interface specifications. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County on a time and materials basis at the Contractor's then current hourly rate for technical services applicable to this Contract. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

15.5 **Return, Transfer and Removal of Data and other Assets**

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee.

15.6 **Effect of Termination:** Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

16.0 **Informal Dispute Resolution**

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10)

days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

17.0 Compliance with Public Records Law

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

18.0 Books of Record and Audit Provision

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the total Contract amount.

19.0 Taxes

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any.

20.0 Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

21.0 Compliance with Applicable Laws

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

22.0 Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies),

person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

23.0 Expert Witness

If requested by County, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Agreement.

24.0 Section Headings

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

25.0 Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26.0 Amendment and Waivers

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

27.0 Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

28.0 Publicity

County authorizes Contractor to use County's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding County's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to County (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by County.

SCHEDULE B—SOFTWARE LICENSE AGREEMENT

County shall enter into a License Agreement with Accela, Inc. for the Licensed Software. Appendix B-1 of this Schedule B describes, for reference, the features of the Licensed Software

Appendix B-1 System Feature List

Accela Citizen Access: Provides 24-hours a day public access for land development applications, permits, licenses, inspection scheduling, and service requests.

Accela Land Management: Modules for automating workflows for Building, Planning, Code Compliance, Environmental Health, and Public Works.

Accela Mobile Office (including Inspector and Code Officer applications): Enables utilization of the Accela Land Management modules on specified mobile devices.

Accela GIS: Delivers spatial data and map services for user interaction.

Accela Electronic Document Review (requires Adobe Acrobat XI Pro licenses)

SCHEDULE C—SOFTWARE MAINTENANCE AGREEMENT

County shall enter into a Software Maintenance Agreement with Accela, Inc.

SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES

1.0 Objectives of the Project

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the County to utilize Accela, Inc's *Accela Automation* suite of software products (Licensed Software). In fulfilling their respective obligations as described in this Schedule and the resulting implementation plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

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

County Departments

- Building
- Planning
- Code Compliance
- Public Works
- Environmental Health

Accela Products

- Accela Automation; Land Management Module
- Accela Citizen Access
- Accela Mobile Office
- Accela GIS
- Accela Electronic Document Review

2.0 Critical Success Factors

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

2.1 Knowledge Transfer

Contractor will make all reasonable efforts to transfer knowledge to the County. It is critical that County personnel participate in the analysis, configuration and deployment of Accela Automation in order to transfer knowledge to the County. After the post-production assistance tasks are completed by the TruePoint services team, the County will be responsible for supporting the Software through a Maintenance Agreement with Accela, Inc. The County will have the option to purchase additional services through Contractor.

Key knowledge transfer areas include:

- (a) Configuration
- (b) Scripting
 - (i) Batch scripts
 - (ii) Interfaces
 - (iii) Event Management Scripts
- (c) Reports and Forms

2.2 Dedicated County Participation

Contractor fully understands that County staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Automation

implementation project. County acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. Contractor will communicate insufficient participation of County and Contractor resources through Project Status Reports with real and potential impacts to the project timeline. Contractor will work through the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time during early analysis meetings to part-time during the technical implementation phase.

3.0 Project Personnel

- 3.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

Implementation Specialists

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

- 3.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.
- 3.3 Contractor Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.
- 3.4 County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.
- 3.5 Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be

made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.

- 3.6 Contractor will solicit and consider input from County prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that County's concurrence with a substitution will not be construed as an acceptance of the substitution's performance potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Agreement.
- 3.7 Upon request by County, Contractor shall give reasonable consideration to replacing any Contractor personnel who County determines to be unable to perform the responsibilities of the contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

4.0 County Responsibilities

- 4.1 The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.
- 4.2 The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- 4.3 County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.
- 4.4 County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.
- 4.5 The County is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist County in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- 4.6 The County will provide timely access to its office facilities for Contractor personnel as needed during County's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the County Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.
- 4.7 The County will provide timely access to all areas of its premises required for Contractor to perform its responsibilities under this Agreement. Access to restricted areas (including the server room, wiring closets, etc.) will require an authorized escort.
- 4.8 The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.
- 4.9 The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.

- 4.10 The County shall be responsible for participating in the Product Overview sessions; Contractor-led 'Train-the-Trainer' sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.
- 4.11 The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.
- 4.12 The County shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the County site.
- 4.13 The County shall provide a facility that will serve as the software solution lab where computer terminals will be set up for interfacing with the test and development database.

5.0 Contractor Responsibilities

Contractor will provide County with required specifications for Local Hardware, including software specifications for required operating systems and network software, so that County may procure and/or configure the necessary Local hardware at County's expense.

6.0 Place of Performance

Contractor will perform project work at its own locations as well as in County offices. County will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work.

7.0 Project Management Plan

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto:

- 7.1 **Project Schedule:** A preliminary high-level Project Schedule is provided in Appendix D-2 of this Schedule D. The Contractor and County Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.

The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.

- 7.2 **Deliverables:** A list of the key Deliverables, a form for tracking the completion of the Deliverables, and a sample of the Deliverable Acceptance Statement to be used to document completion of Deliverables. Deliverables will be tracked and County's acceptance of Deliverables will be documented. Deliverable documents will be provided to the County Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to produce them (e.g. Word, Excel, MS Project) unless specified differently in the Deliverables List or otherwise mutually agreed by the project managers.

Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Contractor Project Manager will notify the County Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the County can take possession of the deliverable. Where

delivery method includes a delay before the County is in receipt of the item, e.g. mail, then the delivery date will be when the County receives the item.

- 7.3 Data Conversion Plan: A description of the overall approach, responsibilities, and timing of the process for converting data from the County's legacy database to the Licensed Software. The Data Conversion Plan will be based on a two-step data conversion effort. The County will design and develop the programs to extract and cleanse the data from the current data structures into an intermediate file format. Contractor will design and develop the programs to convert the data from the intermediate files into the new system. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the County for the purpose of validation in the accuracy of the data and files extracted/imported.
- 7.4 Issue Management Plan: A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.
- 7.5 Interface Specifications: A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications. Once the interface specifications are complete the County and Contractor will determine the final level of effort and costs for each interface. The contract budget includes hours for developing interface specifications for the following systems:
 - a. County check-in system
 - b. Property tax system
 - c. Cashiering system (Sungard)
 - d. Public Works application (CAMS)
 - e. Environmental Health Envision system
 - f. Sungard FinancePlus
 - g. Teleworks Interactive Voice Response (IVR)
- 7.6 Training Plan: A train the trainer approach will be utilized for this engagement. A description of the strategy for providing comprehensive training in all aspects of system usage, administration and problem resolution will be developed during Project Initiation. The training strategy will include a needs analysis to define who needs training and on what topics, development of training curriculum, arrangement of training logistics, preparation of training materials, and assessing training effectiveness. Training will include classroom lectures and interactive training in concert with the online help resources and user manual. All training will have prescribed user-oriented objectives. Contractor will provide training materials. The Training Plan will incorporate training for the following groups of County staff, and include the indicated content using a train-the-trainer approach:
 - a. Trainers – Contractor will provide general end-user 'train-the-trainer' training to designated County 'Trainers'. This training will be conducted during the pre-installation period. The information the County 'Trainers' acquire will be used as they train the End Users. Several different "train the trainer" classes will be taught prior to live implementation.
 - b. Key Users – County staff members identified by management who will be working with Contractor as a part of the installation and implementation team. This includes members of the County-designated Support Team who will be the principal points of contact with Contractor for ongoing maintenance as described in Schedule C.
 - c. Supervisors/Managers – County staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they

pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.

- d. Technical Users – County staff members serving as database administrators, system administrators and application administrators will be trained in backup, recovery, and advanced application features such as interface maintenance, table maintenance, data management and manipulation, archiving and error recovery.
- 7.7 Risk Management Plan: A high-level description of activities that Contractor and the County will implement to mitigate identified areas of risk to the successful completion of the Project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each Project risk at the appropriate management levels. The set of identified Project risks is monitored via Project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process, including a template for a Risk Log to be used in tracking risks and their mitigations, will be defined in this plan.
- 7.8 Resource Plan: A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.
- 7.9 Communication Plan: A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the County during the execution of the Project.
- 7.10 Change Control Plan: The procedures to be used for requesting and approving changes to the Project, including changes initiated by either the Contractor or the County. It should include a Change Request form template and list of situations/activities that will require a duly authorized Change Request to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. The Change Control Process will include, at a minimum:
- a. A change request must be made in writing by the party desiring the change, to document the potential change.
 - b. The change will be reviewed and, if acceptable to County, Contractor will submit to County an estimate of the impact to cost, schedule, scope, and quality.
 - c. Contractor will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the County's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.
 - d. All change requests will be logged and tracked.
 - e. Contractor's Project Manager and County's Project Manager will adapt project plans to incorporate approved changes.
- 7.11 Document Control Plan: A description of the manner in which Contractor will index and publish project documentation, and make that documentation available to the County.
- 7.12 Acceptance Plan: A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Agreement or agreed upon in writing by both parties, acceptance testing will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:

- a. The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:
 - i. For the life of this contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and
 - ii. If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.
 - iii. The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Agreement is terminated.
 - b. "Final Acceptance" is defined as:
 - i. The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, AND
 - ii. The final delivered product fully implemented in County's live production environment AND
 - c. County will have thirty-days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the Parties, in which to accept or reject it in writing. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Agreement until County accepts the product or terminates this Agreement upon written notice to Contractor.
- 7.13 Quality Management Plan: A high-level description of Contractor's procedures for ensuring the overall quality and efficacy of the Software.

8.0 Project Initiation

- 8.1 Contractor will, in accordance with the Document Control Plan, establish a documentation library that is available to County. County shall have the option of making all documentation available on County's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.
- 8.2 Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.
- 8.3 Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:
 - a. identify all product configurations necessary to enable functionality to meet defined requirements;
 - b. identify business processes changes required to be adopted by the Client in order to deploy the software; and
 - c. familiarize Client resources with the software for ultimate production usage – as introductory informal training,
- 8.4 Contractor will install the Software into a test area on County's Local hardware for initial testing and training.

9.0 Project Execution

- 9.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.

9.2 Contractor will provide regular status reports in accordance with the Communication Plan.

9.3 Data Mapping Review

- a. The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.
- b. The County will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema
- c. The Data Mapping Review will consist of the following tasks:
 - i. Confirm the source files containing data to be converted.
 - ii. Identify the data elements to be converted, or not converted, from each source file.
 - iii. Outline the programs required to extract the data.
 - iv. Provide an approach for controls and reconciliation to ensure the completeness of the mapping.
 - v. Identify data purification issues, including problem, magnitude, and correction alternatives.
 - vi. Document mapped data elements/files within a working document.
 - vii. Provide a "field-level" mapping of source file data elements to the new system database.
- d. In order to efficiently move through this process, the County may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

9.4 Data Conversion Development and Test

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

- a. County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- b. Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.
- c. Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

9.5 Data Conversion Delivery

- a. Contractor will load the converted data into the agreed upon environment, so the County can conduct acceptance testing in accordance with the Acceptance Plan.
- b. Contractor and the County will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:
 - i. Initial data load – This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate County data. Several iterations of this initial data may be loaded for review based on the

number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.

- ii. Full/Complete data load – This conversion builds from the Initial Data Load to include all business rules and a complete set of the County data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities.
- iii. Production data load – this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

10.0 Training

Contractor will provide training in accordance with the Training Plan. Data used during training will be the County's converted data. In addition to training with the converted data, mock "live" sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee's skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

11.0 User Acceptance Testing (UAT)

- 11.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County's business requirements and the Product Feature List provided in Appendix B-1.
- 11.2 The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.
- 11.3 Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.
- 11.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.
- 11.5 Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.
- 11.6 The following activities will take place during UAT, as further defined in the deliverables section of Schedule:
 - a. Development of the Test Strategy Plan
 - b. Development of Testing Scenarios and Scripts
 - c. Execution of the Test Plan
 - d. Management, documentation, reporting of test results
 - e. Fault status tracking

12.0 Project Deliverables

12.1 Deliverables Acceptance

For each of the Deliverables there will be a formal acceptance process by which the County Project Manager provides Contractor with assurance that the County is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the County.
- b. For major project deliverables, Contractor will meet with the County Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.
- c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the County Project Manager.
- d. The County Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
- e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
- f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
- g. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the County does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.

12.2 Deliverables List: Contractor will provide the deliverables described in the Deliverables List below. This Deliverables List is subject to revision in the Deliverables section of the Project Plan.

D1 Project Management for the duration of the project, as described in Section 7.0 above.

D2 Project Initiation: Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the County and Contractor expectations regarding the implementation. During the Project Initiation stage, the Contractor will create a project plan with a critical path summary, as well as review, in conjunction with the County project staff, all project milestones and deliverables that detail the effort described for this engagement. The draft of the project plan will be incorporated into a Master Project Plan that will be maintained by the Contractor and the County. A Project Kickoff meeting will also take place during this project stage.

D3 Installation: During the installation, Contractor technical staff will work with the County IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the test and development environments. Contractor technical staff will validate the proper installation and configuration of the Accela Automation environment. During the installation of Accela Automation, documentation on the installation of Accela Automation will be provided to the County as reference material.

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

- Installation of the Accela Automation software on County servers, for production and development environments.
- Demonstration of an operational Accela Automation computing environment.
- Installation documentation.

The contractor will perform the following tasks within the support environment:

- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the County computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (Crystal Reports, Oracle Reports, or SRSS).

County Responsibilities:

- Provide timely and appropriate responses to contractor requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.

The contractor team has estimated 56 hours of services to setup the Accela Automation environment.

- D4 Configuration Analysis:** During the Configuration Analysis stage, the contractor will conduct interviews with key representatives from County offices involved in the permitting processes for each department. The contractor will make recommendations where appropriate on ways to make the current business processes work efficiently with Accela Automation.

During these configuration analysis workshops the contractor will:

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

The contractor will develop specific System Configuration Documentation for all record types that will be configured in Accela Automation. The contractor has estimated 240 hours for Configuration Analysis.

County Responsibilities:

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

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

D5 System Configuration: The contractor will provide professional services to configure Accela Automation in accordance with requirements established and agreed upon during the System Configuration Analysis effort. Based on the System Configuration Document, the contractor will configure the Record types in Accela Automation. The contractor team will involve County staff in the configuration of the required Record types as part of the Accela Automation Administration training.

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

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

The deliverable from the System Configuration will be Accela Automation system configured in accordance with the System Configuration Document specifications. The Contractor has estimated 320 hours for system configuration.

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

County Responsibilities:

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

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

D6 Event Script Automation: During the configuration analysis phase of the implementation project, the Contractor will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development. The contractor will work with key County project stakeholders to identify the business rules/processes to be automated. The scripts developed by the Contractor can be used as models whereby County staff can develop and modify additional EMSE scripts as needed.

Representative examples of business processes that could be automated by a script listed below. Note that the below list is an example list only and not a list of the actual script(s) that will be developed for the project.

- Closing workflows based on inspection results
 - Use Case: Final Inspection is complete, update workflow;
- Automatic assessment of complex fee calculations
 - Use Case: Auto fee calculation, assessment, and invoicing upon application submittal;
- Increment a date based on workflow status change
 - Use Case: Expiration on Permit is made current every time a workflow is updated;
- Preventing inspections based on various criteria
 - Use Case: Depending on workflow / application status, do not allow an inspection to take place.

The Contractor has estimated 60 hours for Event Scripting.

County Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
- Identify resources that will learn EMSE scripting tools and approaches for ongoing maintenance.
- Verify the Event Script Specification meets the intended business requirement.
- Allocate the time for qualified personnel to test the script for acceptance.

D7 Address, Parcel, Owner Interface: The Contractor will deliver a staging table interface to populate Address, Parcel and Owner (APO) information. The Contractor has estimated 48 hours for APO Interfaces.

- The County will create routines to populate the standard Accela staging tables, which Contractor will use to update the Accela reference data. This process can be set up to run occasionally after the implementation in cooperation with the Accela Customer Resource Center.
- In addition to the standard data fields, the County may choose to add additional parcel attributes to the parcel data in the Land management system. These will be defined as part of the business analysis process.

County Responsibilities:

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

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

D8 Financial Data Export: The contractor will provide a data extract report to export financial data in the format specified by the County

D9 Interface Analysis: This deliverable is described in section 7.5 above.

D10 Legacy System Conversion: The conversion of historic data from the existing database is one of the most significant aspects of a project when migrating from one system to another. The required data mapping effort will be conducted by the Contractor working directly with County personnel. The Contractor will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of the County's historical data

into Accela Automation. Once the data mapping has been defined, the Contractor will ask that a representative of the County sign off on the data maps.

The contractor will load the data based upon the data maps specification agreed to by the County using the standard legacy conversion tool. The Contractor will be responsible for the data conversion programs to load data to the Accela Automation database in the Test and Production Environment. The Contractor has estimated 300 hours of data migration efforts for the conversion process.

The Conversion task will be accepted when the contractor and the County agree that each the conversion routines have been tested and are working properly. A final conversion will also be run over the go live weekend.

Data Conversion Assumptions

- **“As-Is” Approach:** “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally, this means that if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation “As-Is”. All data cleanup must occur prior to execution into Accela Automation.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela’s Extract, Translate and Load (“ETL”) toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.

Contractor Responsibilities:

- Provide conversion routines to load data into that Accela legacy system staging table.
- Run the legacy system conversion tool to migrate historical data into the County’s AA test database environment and eventually production environment.
- Validate the successful completion of the migration of historical data into the County test and production environments.

County Responsibilities:

- Providing the legacy data source in an accepted format.
- Assist in the creation of a data mapping document and provide knowledge transfer of the Legacy data structure.
- Assist in the execution of the data conversion program and provide access to environments as needed.
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation.

- D11 Report Development:** A proven strategy that combines the use of the Accela Automation Quick Queries, custom reports developed by the contractor that include run-time parameters to allow similar reports to be combined, and the development of other reports by the County after training, can ensure that all required reporting requirements are met.

The Contractor has estimated 80 hours for the creation of a customized reports. The contractor will create as many reports as possible for this budget but will also focus on providing assistance to County staff on creating reports. Contractor will provide the County access to any reports from its report library. Basic training on the database schema and report creation techniques will be covered in the training budget.

County Responsibilities:

- Make available the appropriate key users and content experts to participate in the report specification.
- Provide information and data in the formats specified by contractor that will be needed for agreement on the Deliverable.
- Make available the appropriate key users and content experts to participate in the report development and validation activities.

- D12 Accela Citizen Configuration:** The Contractor will work with County staff to configure the Accela Citizen Access add-on module. The Contractor has estimated 120 hours for this task from the Accela ACA cost category.

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

- Permit Application and Issuance
- Inspection Requests
- Status Tracking

Contractor Responsibilities:

- Setup Accela Citizen Access in Test environment.
- Assist County in set up and validation of merchant account integration.
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access.
- Create configuration specification for Accela Citizen Access based on analysis with the County.
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access.

County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing and quality assurance throughout the setup process
- Purchase and deploy an internet-enabled merchant account payment engine (VeriSign / PayPal) or other off the self-supported merchant account vendor.
- Prepare the hardware, software and network in accordance with the specifications provided by Accela
- Provide information on the services and selected Record Types that the County desires to offer via Accela Citizen Access

Acceptance Criteria:

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

D13 Accela GIS Configuration: The contractor will install and configure Accela GIS to link and leverage existing County GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).

During GIS installation, the contractor will work with County IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Contractor technical staff will validate the proper installation and configuration of the Accela GIS environment.

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

- Accela GIS installed on Agency server(s).
- Demonstration of operational system.
- 1 Proximity Alerts
- 1 Dynamic Themes

Contractor Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed.
- Demonstrate that the Accela GIS applications are operational in the County computing environment thus communicating with the Accela Automation system.
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

County Responsibilities:

- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Contractor with network access for remote installation and testing.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria: Demonstration of operating Accela GIS in production environment.

D14 Accela Mobile Office Setup

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

- Result inspections/investigations in either store/forward or wireless mode

- Create or Review Record information in the field

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

- Demonstration of operation system to upload and download Inspections

Contractor Responsibilities:

- Install Accela Mobile Office on County Accela supported hardware
- Test Accela Mobile Office functionality

Acceptance Criteria: Demonstration of operation system to upload, result and download Inspections on field devices.

D15 Administrative and Train-the-Trainer Training: The Contractor has estimated 62 hours of on-site and/or remote WebEx training sessions for the following areas: Daily Activities, Administrator, Event Scripting, Report Schema, and System Maintenance. Training hours will be distributed among the training categories as mutually agreed by contractor and the County project stakeholders. Training will be train-the-trainer or actual administrator training depending on the class. The County Project Manager will identify those individuals to be trained in each of the above categories. These training classes will be scheduled throughout the implementation process as appropriate.

A possible breakdown of the training activities could be:

Class Title & General Components	Class Length	Recommended Participants
Core Team Introduction to Accela	1 day	Core implementation Team
System Admin Training including basic ESME	3 days	System Administrators
Report Writing for Accela Automation	1 day	Report Writers
Event Script Training	1 day	System Administrators
Train the Trainer Training	1 day	County Trainers
End User Training Support	1 day	County Trainers and End Users

Contractor and County Responsibilities:

- Properly select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.

D16 User Acceptance Testing: This task is comprised of the assistance the contractor will provide to allow the County to accept that the solution meets the requirements as documented in the configuration documents and tasks above. The contractor will assist the County in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

The contractor will provide oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the County devote ample time and resources to his effort to ensure that the system is operating per specifications and ready for the move to production. The testing effort will require a significant time investment by the County, and coordination of resources is critical. At this point in the implementation process, the County should

test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

The contractor will provide assistance to the County as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. The contractor will address and rectify issues discovered during the UAT process as County staff executes testing activities. The Contractor has estimated 80 hours from the UAT cost category for this task.

If the County does not devote adequate time and staffing to UAT in order to completely test the solution, the team may opt to postpone go-live resulting in possible change orders.

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

- Resolution of configuration issues resulting from County End User Testing.
- Fully-tested system that is ready to move to a production environment.

Contractor Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Resolution of issues as a result of User Acceptance Testing activities.

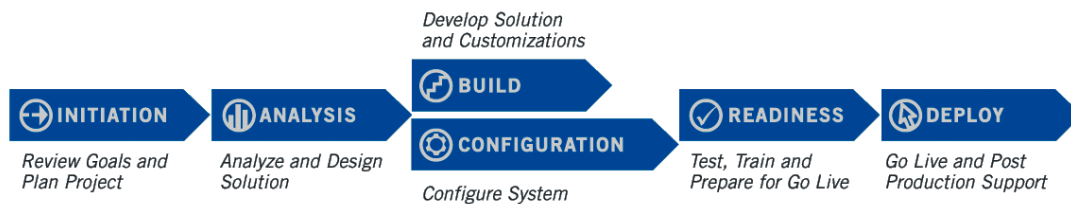
County Responsibilities:

- Provide timely and appropriate responses to contractor's request for information.
- Make available the appropriate County key users and content experts to participate in user acceptance testing as defined and managed by County.
- Develop the User Acceptance test plan.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

D17 Production Go Live Support: Production is defined as the first production use of the system. The Contractor will be on site during the cutover process and has estimated 48 hours of support for the County end users and project team.

At the end of the support period, a formal meeting will be scheduled with the County, contractor, and Accela, Inc. for the purpose of transitioning support of the Software to Accela, Inc.

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



12.3 Final Project Acceptance

- Upon completion of all Deliverables, Contractor will present County with a Notice of Completion.

- b. Upon receipt of the Notice of Completion, County will i) sign the Notice of Completion, indicating County's final acceptance of the project; or ii) submit in writing to Contractor notice of any errors that County believes exist within the Software.
- c. If County has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Schedule C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by Customer to memorialize Acceptance.

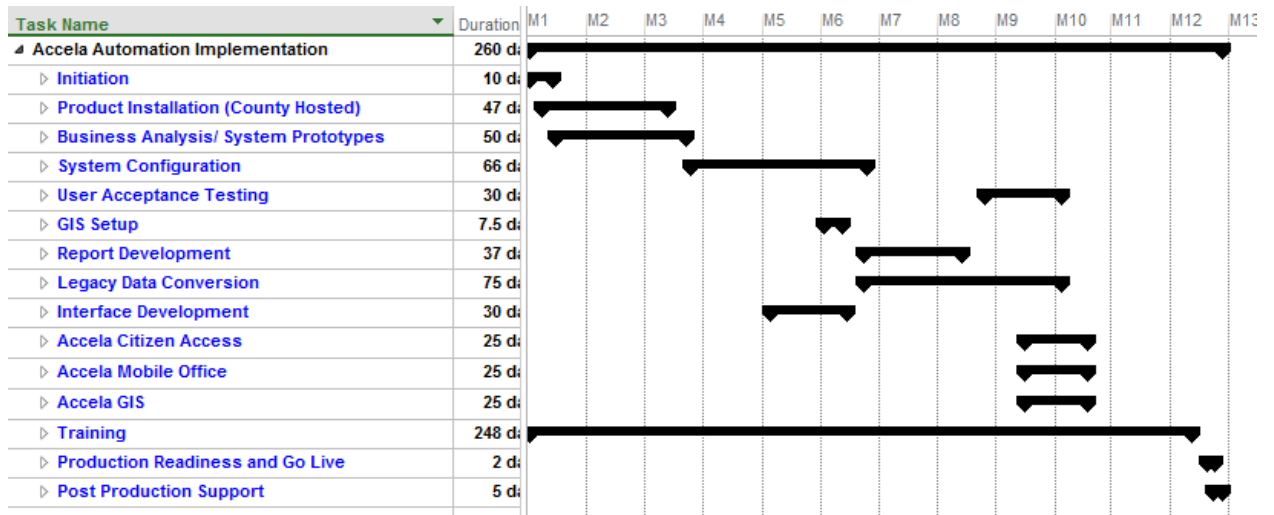
13.0 Project Schedule

The project will start within thirty (30) days of contract signing. The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of the date of preparation of this Agreement. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule will be included in the Project Plan that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project. The current implementation schedule calls for a **10** to **12** month deployment. The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date.

14.0 Additional Services

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Agreement shall be subject to the applicable rates as described in Schedule E.

Appendix D-2 Preliminary Project Schedule



SCHEDULE E—SCHEDULE OF CHARGES AND PAYMENTS

1.0 Implementation Costs

Task	Hours	Rate	Amount	Task Description
Project Management	120	\$150	\$18,000	Basic Project management for the duration of the project
Installation (County Hosted)	56	\$150	\$8,400	Install Accela Automation on County servers
Configuration Analysis	240	\$150	\$36,000	Business analysis for Building, Planning, Enforcement
System Configuration	320	\$150	\$48,000	Best practice configuration based on business analysis
Event Script Automation	60	\$150	\$9,000	Event Scripting for additional automation like real time interface to CSLB
Address Parcel and Owner Interface	48	\$150	\$7,200	Populating Address, Parcel and Owner Data in Accela for primary data source (typically Assessor or GIS)
Financial Data Export	16	\$150	\$2,400	Standard Export of Daily Payments
				There were six interfaces called out in the RFP. 1. Counter Check in system 2. Tax System (should be handled by APO interface) 3. Auditor cashiering system 4. Public works application 5. Environmental Health Envision System 6. SunGard Finance plus This cost is to perform a feasibility and needs analysis for the interfaces. The need for some interfaces may be handled by basic Accela functionality. If a custom interface is needed this analysis will determine the method and cost.
Interface Analysis	24	\$150	\$3,600	
Legacy System Conversion	300	\$150	\$45,000	Conversion of Historic Permit and Enforcement data
Report Creation	80	\$150	\$12,000	Basic report creation or report workshop training
Accela Citizen Access Configuration	120	\$150	\$18,000	Standard ACA configuration for Inquiry and Inspection Scheduling and over the counter permits on-line
Accela GIS Configuration	40	\$150	\$6,000	Configuration and basic training for Accela AGIS
Accela Mobile Office	32	\$150	\$4,800	Setup for Accela Mobile Office and Mobile Apps
Training	62	\$150	\$9,300	Basic Admin and Train the Trainer training
User Acceptance Testing / Go Live Prep	80	\$150	\$12,000	Testing and go-live prep
Go Live Support	48	\$150	\$7,200	On-site support for go live
Service Totals	1,646		\$246,900	
Estimated Travel Expenses			\$8,100	
Total Contract Budget			\$255,000	

2.0 Payment Terms

2.1 The Implementation Costs totaling \$255,000 represent the total **not-to-exceed amount** that shall be payable by the County under this Agreement. The Implementation Activities shall be performed on a time and materials basis and invoiced monthly as the work is performed. Hours and costs may be reallocated between Task categories with prior written approval of

County's Project Manager.

- 2.2 The amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of Contractor's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- 2.3 Any increase in the total amount of the contract must be agreed upon by the parties by amending this contract. No claim for additional services not specifically provided herein will be allowed by County except to the extent provided by a valid amendment to this contract through the Change Request process.
- 2.4 Invoices will be provided to the County at the end of each month for services provided and approved on project tasks that month. Payment will be made by County within thirty (30) days of receipt by County of invoices from Contractor. County will be allowed thirty days to process each payment.
- 2.5 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
- 2.6 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.
- 2.7 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this contract will be paid at the GSA standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.