

January 14, 2016

**CITY OF CHANDLER SERVICES CONTRACT
ACCELA MASTER SERVICES
CONTRACT NO.:**

THIS CONTRACT is made and entered into this ____ day of _____, 2016, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Accela, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. Contractor shall act under the authority and approval of the Chief Information Officer or designee (Contract Administrator), to provide the services required by this Contract.

1.2. Key Staff. This Contract has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Contract without prior written approval by City. This provision shall not apply where key staff become unavailable due to circumstances not within the control of Accela or where there is delay in the agreed commencement date or progress of the services caused by City, in excess of fifteen (15) business days.

1.3. Subcontractors. During the performance of the Contract, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Contract. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with Contractor.

1.4. Subcontracts. Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: Contractor shall provide Information Technology consultant services as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

2.1 Licenses. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

2.2 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City.

2.3 Compliance with Applicable Laws. Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.3.1 To the degree that the Services are provided in Arizona by employees or subcontractors of the Contractor, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

- 2.3.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such.
- 2.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.3.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4 Services Warranty. Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry. Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Contractor warrants that services deliverables will comply with agreed specifications for a period of one hundred and eighty days (180) from acceptance.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion, in accordance with the agreed acceptance criteria.

3.1. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. Ownership. To the extent expressly agreed in a Statement of Work (Services), non-software materials, including reports, and other deliverables, created under this Contract are the sole property of City. Contractor is not entitled to a patent or copyright on those

materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City. Absent such express designation, Contractor retains ownership rights in deliverables and licenses to City in accordance with the license rights for the Contractor Software licensed to City. City retains ownership of all City provided materials and data, as well as City's pre-existing intellectual property.

4. PRICE:

4.1. City shall pay Contractor the cost agreed upon for each individual engagement negotiated by the City and Contractor. The cost for each individual engagement shall be based on the per-hour rates including all costs and expenses incurred by the Contractor and shall be payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4.2. Taxes. Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Contract. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

Contractor shall be solely responsible for any and all tax obligations, which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.3. Payment. In exchange for the Services, City will pay to Accela the amounts indicated in the SOW (Exhibit A) according to the billing events schedule described therein. .

4.4. IRS W9 Form. In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.

4.5. Price Adjustment in Extension Terms. All prices offered herein shall be firm against any increase for the initial one year term of the Contract. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City expects that all requested price increases will be directly correlated to a necessary cost increase to Contractor that was clearly unpredictable on the date Contractor executed the Contract for the initial term. City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If City does not approve the price increase, Contractor is not required to provide any services at the original prices. If a price increase is agreed upon by the Parties a written Contract Amendment shall be approved and executed by the Parties.

5. TERM:

5.1. The term of the Contract commences on the date on which both parties have executed this contract and terminating when all services within Exhibit A have been completed by the Contractor in accordance with Exhibit A and accepted by the City unless sooner terminated in accordance with the provisions herein. Notwithstanding, any Statement of Work (Services) which has not been completed shall continue on these terms until completed.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Contract.

6.2. **Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

6.3. **Non-Exclusive Contract:** This contract is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

7. CITY'S CONTRACTUAL REMEDIES:

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. With a City-caused delay of more than one (1) month, Accela reserves the right to charge project carrying fees. This cost covers project planning efforts, resource allocation, and general Project Management hours to manage change in the project plan

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.3. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.4. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.5. Right of Offset. In the event of a good faith dispute between the parties, The City shall be entitled to offset against any sums due Contractor, concerning the Contractor's non-conforming performance or failure to perform the Contract

8. TERMINATION:

8.1.1 Termination for Convenience: City reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work.

8.1.2 Termination for Cause: City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Contract
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Contract has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

8.3. Suspension or Debarment. City may, by written notice to the Contractor, immediately terminate this Contract if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

8.4. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.5. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1. Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, to the extent arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

12. INSURANCE REQUIREMENTS:

1. General.

- A. At the same time as execution of this Contract, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract services under this Contract by Contractor, its agents, representatives, employees, subcontractors, and the

Contractor is free to purchase any additional insurance as may be determined necessary.

- E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.
 - F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - B. *Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles*
Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
 - D. *Professional Liability.* If the Contract is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims

made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. The Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The Contractor's insurance must contain broad form contractual liability coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 4. The Contractor's insurance coverage for Commercial Liability and Automobile Liability must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor for Commercial Liability and Automobile Liability and must not contribute to it.
 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
 7. The Commercial Liability and Automobile Liability coverages must contain severability of interest clauses and waivers of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Services performed by the Contractor for the City
 8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a

minimum period of one (1) year following completion and acceptance of the Services. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this one- year period containing all the Contract insurance requirements, including naming the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.
10. If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 30 days after the renewal date containing all the necessary insurance provisions if Contractor does not have equal or better insurance policies in place.
11. By signing this Contract, the Contractor certifies it is fully aware of Insurance Requirements contained in the Contract and assures the City of Chandler that it is able to produce the Insurance coverage required.
12. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Purchasing
Contact: City of Chandler
Mailing Address: PO Box 4008 MS 901

Physical Address: 175 S Arizona Avenue
City, State, Zip Chandler, AZ 85244
Phone: 480-782-2400
FAX: 480-782-2410

In the case of the CONTRACTOR

Firm Name: Accela
Contact: Contracts Admin
Address: 2633 Camino Ramon,
Suite 500
City, State, Zip San Ramon, CA 94583
Phone: 925-659-3200
FAX: 925-659-3201

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **Conflict of Interest.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. § 38-503. Any such interests were disclosed in Contractor's proposal to the City.

14.2. Kickback Termination. In accordance with A.R.S. § 38-511, City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

14.3. No Conflict: Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Entire Agreement. This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.2. Assignment: Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the City.

15.3. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on such changes.

15.4. Independent Contractor. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.5. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.6. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

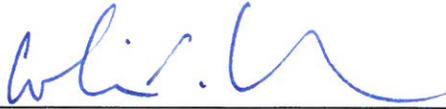
15.7 Confidentiality: Each party will comply with the terms and conditions for confidentiality and nondisclosure as set forth in Exhibit B.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2016.

CITY
CITY OF CHANDLER, an Arizona municipal corporation

CONTRACTOR
ACCELA, INC.

By: _____
Mayor Jay Tibshraeny

By: 
(typed name and title) COLIN SAMUELS
ASST. CORP. SECRETARY

ATTEST:

By: _____
City Clerk

By: _____
(typed name and title)

APPROVED AS TO FORM:

By: _____
City Attorney (kb)

EXHIBIT A

Statement of Work

For Consulting and Professional Services

In support of the:
City of Chandler, AZ
Electronic Document Review (EDR)
& Accela Citizen Access (ACA) Implementation

January 4, 2016

Version 4.2

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

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Document Control

Date	Author	Version	Change Reference
11/6/15	Mark Parthum	1.0	Initial
11/17/2015	Juan Padilla	1.1	Changad across record types from 10 to 7 page 7 Changes to Electronic Document Review + EPC (Table) page 7 Changes to Analysis (Table) page 9 Changes to Accela Citizen Access (Table) page 12 Changes to Appendix C (Table)
11/19/2015	Mark Parthum	1.2	Accepted Chandler changes
12/03/2015	Juan Padilla	2.0	Multiple changes Changes to Payment Schedule page 4
12/3/2015	Mark Parthum	2.1	Accepted the removal of the word "the" before Agency. Made a couple text changes which I added a comment as well. I replied to the comments from the Agency.
12/7/2015	Mark Parthum	3.0	Modified from 4 equal progress payments to a fixed price milestone based payment term. Added Deliverable milestone language on page 17.
12/14/2015	Chandler	3.1	City IT deployment/migration procedural language- Page 13 & 15 Deployment Support.
12/18/2015	Mark Parthum	4.0	Modified Deployment deliverable to be \$2k since Accela is only observing/assisting. Third deliverable increased to reflect deployment to middle tier environment and 6 weeks of UAT instead of 4 weeks. Modified language for responsibilities and acceptance criteria for both 3 rd and 4 th deliverables. Added language about Project management and project team responsibilities and assumptions. Added Glossary as appendix.
12/18/2015	Accela and Chandler	4.1	On a shared screen webex, we made edits to clear up discrepancies on number of environments. Added in Agency project delay language if Accela delays projects. Added in Agency Project Management and Project Team language.
12/18/15	Janine Blake	4.1	Accepted all changes and no additional edits from meeting. Deleted comments and created action items that were emailed to Accela for comments that were not addressed.
1/4/2016	Mark Parthum	4.2	Grammar changes on page 4 – Project Schedule. Added estimated on-site trips on page 5. Added more EDMS language on pages 9 and 11. Added Accela version that is compatible with EPC on pages 13 and 16 under assumptions. Grammar on page 9 and page 11. Removed an assumption about reusing a pageflow – we prefer to deliver a new pageflow (ACA intake). Added a new assumption that mirrors the EDR analysis assumption.

Overview

This Statement of Work ("SOW") dated 01/04/2016 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to City of Chandler, AZ ("Agency").

The following (SOW) will detail how Accela will provide Agency Professional Services consulting.

Capitalized terms not defined in this SOW are as defined in the Service Agreement. In the event of any conflict between the Services Agreement and this SOW, the terms of the Master Services Agreement shall govern.

Work Description

Accela will work with Agency staff to validate, implement and configure of Electronic Document Review (EDR) and implement Citizen Access for online applications according to the requirements set forth by Agency and the Services Agreement. The specific scoping points can be found in Appendix A.

Project Schedule

The period of performance of this project is ten (10) months from signature of the SOW.

If an Agency-based delay puts the project on hold more than one (1) month, Accela reserves the right to charge project carrying fees. It may incur an additional cost which be managed through the change order process. The change order process and form defines the scope change, additional cost, and schedule changes.

If there are delays caused by Accela that affect the agreed upon project schedule, due to circumstances not within the control of the City or project progress is delayed by Accela in excess of fifteen (15) business days, Accela will inform the City in writing describing the reason for the delay and the actions necessary to return the project back the original schedule or there will be a new agreed upon project schedule.

Payment Schedule and Terms

The City will compensate Accela based on delivery of agreed deliverables per Billing Milestone Schedule table:

Deliverables	Estimated Delivery	Billing Amount
1. EDR/ACA Analysis	Two Months after kickoff	\$32,130
2. EDR/ACA Configuration and EPC Installation	Four Months after kickoff	\$34,440
3. EDR/ACA User Acceptance Testing Support and EDR/EPC Training and Deployment to Staging	Five Months after kickoff	\$31,900
4. EDR/ACA/EPC Go-Live Support	Seven Months after kickoff	\$2,000
Total of Deliverables		\$100,470

Upon completion of the deliverable, the Customer will be presented with Accela's Deliverable Acceptance form for signoff. Billing will be triggered once Accela receives the signed Deliverable Acceptance form. If after ten (10) Agency business days

have lapsed and Accela has not received the signed Deliverable Acceptance form from the Customer, the deliverable will be deemed Accepted and billing will trigger. Criteria for Acceptance and non-acceptance are Accepted, Accepted with Minor Issues, or Not Accepted.

Expenses:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Accela expense policy. Accela will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Accela will work with Agency to manage and control its expenses in accordance with Accela's global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past Accela engagement experience and Agency's request for on-site support to include the community outreach. We are estimating 2 trips by a solution consultant and 1 trip by a project manager.

The travel expense budget estimate is **\$5,045.00**. Should Agency require more onsite trips than the assumption above, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips. The specifics of the travel schedule will be determined based on the agreement between Agency and Accela.

Contract Sum

*The total estimated amount payable under this Agreement is therefore not to exceed **\$105,515.00** including travel expenses.*

Change Order

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency and/or Accela, and should this slippage result in material effort to Accela and/or Agency in excess of the hours provided for in this document, Accela and/or Agency will produce a change order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within ten (10) Agency business days of delivery to avoid a halt of work on the engagement.

General Assumptions

- Scope is based on discovery sessions during the negotiation of this SOW with Agency prior to the initial SOW development.
- Agency and Accela will review their responsibilities before work begins to ensure that services can be satisfactorily completed and in the appropriate timeframe.
- Coding not specifically described in this document is the responsibility of Agency.
- Agency will provide remote network access to their system environments for Accela to work remotely.
- Accela and Agency are committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Accela and Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Accela and Agency will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Any additional time not stated in the SOW will require a Change Order.

- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.
- Invoices are due net 30 of the invoice date.
- Agency will leverage in-place procedures for storage of documents in Accela Automation (access to a pre-existing EDMS configuration).

Appendix A follows

Appendix A: Specific Scoping Details and Assumptions

Project Management and Oversight

Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at Agency, Accela will provide Project Management services throughout the duration of the project. Generally these services include the following:

- Project plan management using Microsoft Project,
- Project document management using Accela Hosted project site,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management (to include staffing the team at the initial outset of the contract),
- Executive project oversight and quality assurance.
 - Product review prior to release for UAT

By mutual agreement, some project management tasks may be shared between the Accela Project Manager and Agency Project Manager. Project Management tasks may be done remotely, at Accela's discretion.

Agency has the right to ask for a replacement if tasks performed by the Accela's Project Manager do not meet the Agency's expectations. Agency acknowledges that a request to replace the Project Manager may incur project schedule risks. It may incur an additional carrying cost which will result in a change order. It may incur an additional cost which be managed through the change order process which will define the scope change, additional cost and schedule changes.

The City's project team responsibilities include adherence to the approved project plan and the completion by stated due dates, responding to clarifying questions, reviews and approvals within the designated timeframe or with timeliness.

Acceptance of work products will be given or rejection of the work product will be stated within the time period designated as the acceptance period.

In the event there are any project delays or concerns that could not be resolved by either the Accela or City's project management team, escalation to the City's IT Management team must occur within (15) Days of identified delay or concern.

- Accela Responsibilities:
 - Accela will provide a weekly status report and meeting.
 - Accela will provide an updated project schedule at least monthly.
 - Accela will provide a project website to share documents and track issues.
 - Accela will initially draft any change order on our standard change order form and then work with the Agency to mutually finalize the terms.
 - Accela will plan, schedule, coordinate and track the implementation with Agency
 - Ensure that the project team stays focused, tasks are completed on schedule
 - Identify and mitigate issues and risks and escalate as needed in a timely manner
 - Collaborate closely with Agency Project Manager
 - Accela Executive Oversight will provide high level oversight and quality assurance throughout the project
 - Accela Executive Oversight will assist in removing project execution obstacles
 - Accela Executive Oversight will resolve issues and risks escalated by the Accela Project Manager
- Agency Responsibilities:

- Agency will provide a primary point of contact
 - Primary point of contract (ex. Agency Sponsor, Agency Project Manager, etc.) will act as vocal and visible project champion. This person(s) will also work to remove project obstacles.
 - Agency will have a core project team that will be involved in the majority of project activities
 - Agency primary point of contact (ex. Project Manager) will ensure that the core project team stays focused, tasks are completed on schedule
 - Collaborate closely with Accela Project Manager
 - Provide project priorities throughout the project
 - Identify and mitigate issues and risks and escalate as needed in a timely manner
- Assumptions:
 - Accela is expecting a Project Manager to provide a weekly status meeting an estimated 20 times (or 20 weeks).
 - Agency will provide core project team representation at the weekly status meeting.
 - Agency core project team will be available throughout the project to attend meetings.
 - Issues and risks will be discussed at least weekly at the weekly status meeting.

Electronic Document Review + EPC

This section describes the tasks, responsibilities and assumptions that will enable submissions, review and markup of documents for up to 4 business processes (workflows) across 7 record type in the DevServices Module within Agency's current configuration. Accela will work with Agency to identify business requirements for EDR configuration:

Module	Process Description (Record Type)	Workflow Code
DevServices	Building/NA/NA/NA	Building
DevServices	Model/NA/NA/NA	Building
DevServices	Annual/NA/NA/NA	Building
DevServices	Special Projects/NA/NA/NA	Building
DevServices	Civil/Plat/NA/NA	CIVIL_PLAT
DevServices	Civil/Encroachment/NA/NA	CIVIL_ENCROACH
DevServices	Civil/Improvement/NA/NA	CIVIL_IMPROVE

- Documents that will be submitted online through Accela Citizen Access and Accela Automation as part of the review process.
- Agency workflows associated with the document review process.
- Requirements for workflow tasks / statuses / assignments for each role (e.g. intake personnel, plan reviewers, plan processors / approvers, etc.) in support of Agency workflow.
- Versioning of documents submitted / reviewed.
- Process steps within Agency's workflow associated with reviewing the plan.
- Requirements for notifications via email.
- Stamps to be used on submitted documents.
- Information that will be exposed to the public via Accela Citizen Access.

Project Assumptions

- In support of the project, Agency will:
 - Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.

- Adhere to agreed-upon timelines for deliverable review and acceptance.
- Provide timely and appropriate responses to Accela’s request for information.
- Provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Accela accepts full responsibility for the actions of its representatives while on Agency information and communications technology resources.
- Agency will leverage in-place procedures for storage of documents in Accela Automation (access to a pre-existing EDMS configuration).
- Agency will purchase any necessary software licenses for ePlanCheck prior to the project start.
- The project will include work in two environments, Non-Production and Production.

Tasks

The Accela Electronic Document Review implementation is comprised of the activities that will enable the submission, review, and markup of documents to work effectively given Agency’s configuration of Accela Automation. Accela will conduct the following activities in support of the implementation:

- **Installation.**
 - Accela Responsibilities:
 - Accela, with the supervision of Agency’s IT staff, will install all the documented software to integrate ePlanCheck with Accela on two environments: One Non-Production – Development and one Production.
 - Accela will provide oversight to the Agency as they install EPC on the Production environment. Agency will use the knowledge gained by observing Accela install the software on one Non-Production environment.
 - Agency Responsibilities:
 - ePlanCheck and other necessary software components (example: MS SQL Server) must be purchased by Agency.
 - Agency will install EPC on production environment
 - Assumptions:
 - Agency will have an Electronic Document Management System (EDMS) installed and configured (access to a pre-existing EDMS configuration) prior to the contract period of performance.
 - The EPC install is on one web server per environment, not multiple load balanced web servers.
 - The integration with Accela and EPC requires a one for one match of environments (i.e. Accela Dev environment integrates with an EPC Dev environment, Accela Production environment integrates with an EPC Production environment). The integration does not recommend having two Accela Non-Production environments integrate with one EPC Non-Production environment.
- **Analysis.** Accela will work with Agency to understand its document submission and approval process for up to four (4) processes in order to enable the Accela Electronic Document Review configuration to work effectively with Agency’s workflow. Accela will work with Agency to identify and review:

Module	Process Description (Record Type)	Workflow Code
DevServices	Building/NA/NA/NA	Building
DevServices	Model/NA/NA/NA	Building
DevServices	Annual/NA/NA/NA	Building
DevServices	Special Projects/NA/NA/NA	Building
DevServices	Civil/Plat/NA/NA	CIVIL_PLAT
DevServices	Civil/Encroachment/NA/NA	CIVIL_ENCROACH
DevServices	Civil/Improvement/NA/NA	CIVIL_IMPROVE

- Accela Responsibilities:
 - Accela will meet with Agency on-site for initial analysis of the processes, as well as conduct follow up meetings remotely to clarify any business requirements.
 - Accela will produce a written Accela Electronic Document Review Specifications Document as the basis for configuration.
- Agency Responsibilities:
 - Agency will review the documents to ensure the business requirements needed for configuration were properly captured.
 - Agency shall review the configuration documentation submitted by Accela within ten (10) Agency business days of notification. Agency shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
- Assumptions:
 - The Agency will select decision makers to approve the documents and make them available so as not to delay the schedule.
 - This is scoped to assume that the use of the current shared workflows across record types does not change (example: multiple record types use the *BUILDING* workflow).
- **Configuration.** Accela will configure to allow for electronic document review in Agency's current workflows.
 - Accela Responsibilities:
 - Accela will use the Accela Electronic Document Review Specifications Document as the basis for configuration.
 - Accela will provide Agency a list of all the "Global Settings" that are affected by this new configuration
 - Potential items for Accela to configure to enable EDR:
 - Standard choices: Document Status, Document Review Status, Virtual Folders, EDMS, External Doc Reviews, External Reviewers
 - User Groups: activate FIDs to allow for EDR
 - Attachments: Document group codes and document types
 - Workflow: Add workflow tasks to allow for Plans Distribution and Plans Consolidation (if necessary)
 - Record/Application Type: Set document group code
 - Workflow email notifications: setup notifications (as needed)
 - EDMS security policy: set document security for ACA Public Users
 - Checklists: create document review checklists (if necessary)
 - Configuring Third Party Document Review Tool
 - Configuring standard comments
 - Creating a corrections report
 - Configuring the shared data mapping fields
 - Agency Responsibilities:
 - Agency will make any adjustments to existing workflow tasks (outside the modifications that Accela staff will make to accommodate the recommended implementation of EDR, typically the Plans Distribution and Plans Coordination workflow tasks).
 - Agency will make any adjustments to Fees that might changes with introducing EDR
 - Agency will make any modifications to existing and **new** reports that might change with the new record types. (Reports shall be written in SQL Server Reporting Services (SSRS))
 - Accela is only committed to building the Corrections report which comes out of EPC.

- Agency will make adjustments to ASI and/or ASIT that might need to change with the change in business process
 - Assumptions:
 - Accela will demonstrate working functionality on at least one of the two record types before the User Acceptance Testing (UAT) phase will begin.
 - Configuration does not include adjustments to fee schedules or payment engines.
 - EDMS (such as, ADS) will be configured and operable in AA prior to configuration. Accela is expecting a backoffice user to be able upload documents to a record. The documents will be stored in a EDMS connected to Accela Civic Platform.
- **EDR Scripting.**
 - Accela Responsibilities:
 - Accela will provide up to 4 Module level scripts. Agency and Accela will mutually agree on the 4 module level EMSE scripts to develop. Here are four common examples.
 - 1) WorkflowTaskUpdateAfter (WTUA): Email the applicant when revisions/resubmittals are required OR when the application is approved.
 - 2) DocumentUploadAfter (DUA): When awaiting a revision/resubmittal, when the document is uploaded, the workflow task status for Application Submittal will be updated AND optionally Agency staff can be notified.
 - 3) DocumentReviewUpdateAfter (DRUA): When the Document Review Status is modified it will automatically updated the Plan Review workflow task, alleviating the staff from having to update both.
 - 4) External Doc Review Completed (EDRC): This event is fired by the Automation API that is called by the 3rd party application for the check-in action. Agencies can use it to script the document status update on the current reviewed version.
 - These scripts are built once and then repeated across modules as desired. We change the variables across modules.
 - They assume the variables of application status or workflow task status are consistent for the Module for all workflows.
 - Agency Responsibilities:
 - Agency will provide Accela access to configure the above items.
 - Agency will provide approval for the use of the above scripts. Any scripts required beyond the scope will require a change order.
 - Assumptions:
 - The creation/configuration of Accela Electronic Document Review scripts will build on the configuration, record types, and workflow tasks Agency already has in place or Accela modifies to allow for EDR. Agency can elect to modify the other aspects of their existing workflows to better accommodate scripting, but will do so at the risk of the schedule.
 - Where applicable Accela will recommend Module level scripts instead of record type specific scripts. This generally is recommended to minimize the sustainment effort on the part of Agency.
 - Scripting for document assignment is not scoped and would require a change order for additional budget.
 - Scope may increase if Agency is on older version of Master Scripts, which typically results in more time for the Accela team to add the scripts, test, and implement.
- **Training for Configuring and EDR Administration.**
 - Accela Responsibilities:
 - Accela will provide EDR admin knowledge transfer via a webex session using Agency's Non-Production environment. This will include the core configuration of the ePlanCheck and Accela software that is essential to the integration. Accela will record the session for future viewing by Agency.

- Accela will also provide written documentation for EPC admin training to the core project team.
 - Agency Responsibilities:
 - Agency is responsible for providing Accela configuration maintenance staff (i.e., train the trainer or IT staff)
 - Assumptions:
 - Software dependencies will be installed prior to any configuration or training.
 - Training will occur remotely as a group training with the core project team up to 12 participants.
- **End-User Training.**
 - Accela Responsibilities:
 - Accela will provide EDR user training (up to 12 participants) to the core project team. Typically these participants will be conducting User Acceptance Testing (UAT) immediately concluding training. Train the trainer staff is recommended for this Agency.
 - Accela will provide EPC training in written documentation in addition to those elements that integrate the two software platforms.
 - Agency Responsibilities:
 - Agency will provide suitable facilities, hardware, software and supporting equipment required for training – including fully configured workstations.
 - Assumptions:
 - Training participants will already have been trained in Accela Automation.
 - Training will focus on leveraging the functionality of Accela EDR.
 - The training schedule will be drafted based on mutual agreement of Accela and the Agency.
 - Additionally, Accela and Agency will mutually agree to remote training or on-site training.
 - Training will be conducted in the Non-Production environment.
- **User Acceptance Testing (UAT).**
 - Accela Responsibilities:
 - Accela will provide Agency with up to 8 sample test cases (best practices for Accela EDR)
 - Accela will work with Agency in the testing and validation of the configuration to ensure its readiness to be migrated to Production. As Agency staff executes testing activities during the UAT process, Accela will address, research, and/or rectify issues discovered.
 - Accela will provide an issue tracking list in the project portal to facilitate the documentation of the issues.
 - Agency Responsibilities:
 - Agency will modify tests scripts to “fit” the business needs
 - In support of User Acceptance Testing, the Agency will:
 - Develop use cases / test cases needed to test the configuration.
 - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days of notification. Agency shall respond “Accepted,” “Accepted with Minor Issues”, or “Not Accepted Due to...”
 - Assumptions:
 - UAT will be conducted in the Non-Production environment.
 - Agency will be ready to test immediately following the core project team training.
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - This phase is estimated to be 6 weeks, not including the research and/or resolution of product bugs by Accela Engineering.

- **Deployment Support.**

- Accela Responsibilities:
 - Agency with the help of Accela will migrate the Accela configuration to the Accela Production environment.
 - Agency with the help of Accela will migrate the EPC configuration to the EPC Production environment.
 - Accela will provide a list of configuration elements to migrate.
- Agency Responsibilities:
 - The Agency will provide all necessary environment access.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days of notification. Agency shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
 - Agency will migrate to Production environment within 10 Agency business days of signature of Deliverable Acceptance form for Deliverable #3 (UAT/Training) or a mutually agreed upon timeline between Accela and Agency.
- Assumptions:
 - Accela is expected to support Agency IT Admin staff and Project Core Team staff
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - Agency and Accela will mutually agree on a schedule for migration and testing to minimize impact to their users.
 - Accela will webex and watch as Agency performs migration to production environment and assist or give guidance as necessary.
 - The Agency will be on at least Accela Civic Platform version 7.3.3.9 prior to deployment

Accela Citizen Access

Accela will work with Agency staff to implement Accela Citizen Access (ACA) online applications across one module that will accommodate EDR.

Module	Process Description (Record Type)	Smart Choice Code	ASI Code
DevServices	Building/NA/NA/NA	BLD	BLDG
DevServices	Model/NA/NA/NA	BLD_MOD	BLDGMOD
DevServices	Annual/NA/NA/NA	BLD_ANN	BLDGANN
DevServices	Special Projects/NA/NA/NA	BLD_SPG	BLDGSPG
DevServices	Civil/Plat/NA/NA	CIVIL_PLAT	CIVPLAT
DevServices	Civil/Encroachment/NA/NA	CIVIL_ENCROACH	CIVENCR
DevServices	Civil/Improvement/NA/NA	CIVIL_IMPROVE	CIVIMPR

Project Assumptions

- Prior to Accela's configuration of Accela Citizen Access:
 - Agency has already installed Accela Citizen Access in all environments that will be used for this effort.
 - Accela Citizen Access's existing wrapper and web site integration will be updated and implemented by Agency.
 - Agency will have modules setup in ACA to reflect those in Accela Automation. These modules are currently primarily setup for search.
- In support of the project, Agency will:

- Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
- Adhere to agreed-upon timelines for deliverable review and acceptance.
- Provide timely and appropriate responses to Accela's request for information.
- Provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Accela accepts full responsibility for the actions of its representatives while on Agency information and communications technology resources
- Accela assumes the Agency wishes to have a distinct pageflow for every record type where there is a distinct smart choice group, hence the scope has seven (7) distinct pageflows to analyze and configure.

Tasks

The Accela Citizen Access implementation effort is comprised of the following activities that will enable online record submittal of applications. Accela will conduct the following activities in support of the implementation:

- **Analysis.**
 - Accela Responsibilities:
 - Accela will work with Agency to review existing Accela Citizen Access configuration and work with Agency to define configuration To-Be requirements to enable online applications
 - Create the configuration specification for Accela Citizen Access based on analysis with the Agency for up to the following items:
 - One ACA Module setting
 - Agency already has this module implemented in ACA with view only access for users. They intend to implement an online application submittal in this existing module to support Electronic Document Review.
 - Up to seven (7) Page flows to support the EDR processes/workflows – a page flow is a set of pages representing the application process for online applications. It is possible for one page flow to be utilized by multiple records.
 - Accela will produce an Accela To-Be Configuration Document as the basis for configuration. Due to the volume of record types and their associated pageflows to analyze, it is expected that the delivery of the documents will be broken into subsets.
 - Agency Responsibilities:
 - Agency will review the documents to ensure the business requirements needed for configuration were properly captured. Agency has ten (10) Agency business days to review document.
 - Agency shall review the configuration documentation submitted by Accela within ten (10) Agency business days of notification. Agency shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
 - Assumptions:
 - The Agency will select decision makers to approve the documents and make them available so as not to delay the schedule.
 - **Configuration.**
 - Accela Responsibilities:
 - Accela will configure up to 7 pageflows and 1 module settings in the non-production environment.
 - The configuration of pageflows will include custom or instructional text for the components being used in the online application.
 - For usage of any ASI components this will include the configuration of instructional text, watermarking, and/or labels.

- Accela will configure record type settings to enable the online applications in the non-production environment.
 - Accela will configure instructional text as related to the components used in the modules and disclaimers in the non-production environment.
 - Accela will provide one pageflow script that will force the user to submit the require documents at the Attachments component.
 - Agency Responsibilities:
 - Modifications to Application Specific Information (ASI), Application Specific Information tables (ASIT), Address – Parcel - Owner (APO), Contacts, Licensed Professionals needed to configure those components in the ACA pageflows will be the responsibility of the Agency prior to configuration.
 - Agency, with the help of Accela, is responsible for configuring the ACA global settings
 - Agency will be responsible for configuring global ACA Email settings for ACA users, to include registration email, password reset, lock account, associate LP or contact, etc. Accela will only be configuring emails in Accela Automation if it is related to an EDR event script.
 - Agency will configure any pageflows, module settings or components that is not migrated from the non-production environment, into the production environment.
 - Assumptions:
 - This effort does not include fees or payments with the online applications.
 - Accela will not configure the Pay Fees step in the applicable pageflows.
 - Agency is not planning to use the shopping cart feature.
 - Any global setting that needs to be modified for this project, will be discussed in detail with agency and after understanding and communicating impacts we will document and move forward.
 - The scoped configuration of the pageflow does not include pageflow scripting (expect for the one indicated above) or expression scripts.
 - Accela will not configure an existing AA report to work in ACA or develop new reports for ACA.
- **User Acceptance Testing (UAT).**
 - Accela Responsibilities:
 - Accela will work with Agency in the testing and validation of the configuration to ensure its readiness to be migrated to Production. As Agency staff executes testing activities during the UAT process, Accela will address and rectify issues discovered. Accela will provide an issue tracking list in the project portal to facilitate the documentation of the issues.
 - Agency Responsibilities:
 - In support of User Acceptance Testing, Agency will:
 - Develop use cases / test cases needed to test the configuration.
 - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days. Agency shall respond “Accepted, “Accepted with Minor Issues”, or “Not Accepted Due to...”
 - Assumptions:
 - Agency will be ready to test immediately following end user training of EDR which includes ACA application intake.
 - UAT will be conducted in the Non-Production environment.
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - This phase is estimated to be 6 weeks, not including the research and/or resolution of product bugs by Accela Engineering.
- **Deployment Support.**

- Accela Responsibilities:
 - Accela will provide a list of configuration elements to migrate.
 - Accela will manually move any items not covered by the Data Manager tool in the production environment.
- Agency Responsibilities:
 - Agency will provide all necessary environment access.
 - Agency, with the help of Accela will migrate the Accela non-production configuration to the production environment.
 - Agency, with the help of Accela will migrate the Accela configuration to the production environment.
 - Agency, with the help of Accela will move any items not covered by the Data Manager tool into the production environment.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days of notification. Agency shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
 - Agency will migrate to Production environment within 10 Agency business days of signature of Deliverable Acceptance form for Deliverable #3 (UAT/Training) or a mutually agreed upon timeline between Accela and Agency. .
- Assumptions:
 - Accela is expected to support Agency IT Admin staff and not the end users directly.
 - Accela will webex and watch as Agency performs migration to production environment and assist or give guidance as necessary.
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - Agency and Accela will mutually agree on a schedule for migration and testing to minimize impact to their users.
 - The Agency will be on at least Accela Civic Platform version 7.3.3.9 prior to deployment

Deliverable Milestones

1. EDR/ACA Analysis

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

- EDR and ACA To-Be configuration document (MS Word)

Acceptance Criteria:

- Completed EDR/ACA Analysis configuration document

Acceptance Review Period:

- Ten (10) business days

2. EDR/ACA Configuration and EPC Installation

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

- Configure EDR and EPC per approved Configuration Document and scoped tasks
- Configure ACA per approved Configuration Document and scoped tasks
- Installation of EPC in one Non-Production environment while Agency observes
- Observe and assist Agency with their installation of EPC in Production environment
- Installation of two environments total

Acceptance Criteria:

- Completed configuration of EDR per configuration document
- Demonstration of working EDR functionality
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s).
- Demonstration of working EPC application and integration with Accela

Acceptance Review Period:

- Ten (10) business days

3. EDR/ACA/EPC User Acceptance Test and End User Training

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

- Research and Resolution of UAT issues
- Standard EDR Training for up to 12 users
- IT admin knowledge transfer on Accela and EPC
- Provide up to 6 weeks of UAT support.
- Accela to provide up to 8 sample test cases

Acceptance Criteria:

- Completed Agency led UAT sessions with Accela Support
- Issues found in conflict with the agreed up on EDR/ACA Configuration document are resolved per configuration document
- Standard End User Training delivered to up to 12 users
- Knowledge transfer of administration features of EPC and Accela
- Non-Production environment have the final configuration ready to deploy to Production with resolved configuration issues to not include identified product bugs.

Acceptance Review Period:

- Ten (10) business days

4. EDR/ACA/EPC Go-Live Support

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

- EDR configuration migrated to Production Environment
- Accela Citizen Access configuration migrated to Production Environment
- EPC installed and configured in Production environment

Acceptance Criteria:

- Assist and observe the Agency make the migration of final accepted configuration from the development environment to Agency Production environment Agency will deploy to Production within 10 Agency business days to signature of Deliverable Acceptance Form for Deliverable #3 (UAT/Training) or a mutually agreed upon timeline between Accela and Agency.

Acceptance Review Period:

- Ten (10) business days

Appendix C: Agency Information used for Scoping

Module	Record Type			Review of plans & documents	Current ACA Function	Desired ACA Function	Workflow Name	Workflow Type Count (Example: All Type 2's are same workflow design, just different Name)	Parallel or Serial Reviews	ASI Group	ASI Group Type (counting unique ASI groups that assists in our pricing)	Smart Choice	Smart Choice Type (counting unique smart choice groups that assists in our pricing)
DevServices	Building	NA	NA	Yes	View	Apply	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD	1
DevServices	Model	NA	NA	Yes	View	Apply	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD_MOD	2
DevServices	Annual	NA	NA	Yes	View	Apply	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD_ANU	3
DevServices	Special Projects	NA	NA	No	No	No	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD_SPG	4
DevServices	Civil	Plat	NA	Yes	View	Apply	CIVIL_PLAT	2	Parallel	CIVPLAT	2	CIVIL_PLAT	5
DevServices	Civil	Encroachment	NA	Yes	View	Apply	CIVIL_ENCROACH	3	Parallel	CIVENC	3 (3 subgroups)	CIVIL_ENCROACH	6
DevServices	Civil	Improvement	NA	Yes	View	Apply	CIVIL_IMPROVE	4	Parallel	CIVIMPR	4	CIVIL_IMPROVE	7

Appendix D:

Glossary of Terms

ACA	Accela Citizen Access
APO	Address, Parcel Owner
ASI	Application Specific Information
ASIT	Application Specific Information Table
DUA	Document Upload After
DRUA	Document Review Update After
EDR	Electronic Document Review
EDRC	External Doc Review Complete
EMC AppXtender	EMC AppXtender is a content management solution
EPC	Electronic Plan Check
FIDs	Function IDs
IT Admin Staff	Agency's Accela Admin Team
Project Core Team	Agency's Project Core Team
UAT	User Acceptance Testing
WTUA	Workflow Task Update After

EXHIBIT B
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Non Disclosable Information

Woolpert, Inc. and the City of Chandler (Chandler) agree(s) that Woolpert, Inc. and Chandler will not disclose, directly or indirectly, or use for itself or the benefit of any third party any personal, financial or non-public information or data acquired by virtue of its relationship with each other without the prior written approval of the Disclosing Party or its successor in interest. Non-public information shall include, without limitation, information that concerns the personal, financial or other non-public information of Chandler or Woolpert, Inc.

Non-Disclosable Information shall not include information which: (1) is, at the time of disclosure, or thereafter becomes available to the public from a source other than the Receiving Party; (2) was known to the Receiving Party as of the time of disclosure; (3) is independently developed by the Receiving Party; (4) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party; or (5) is required to be disclosed pursuant to subpoena, court order, or government authority, whereupon Receiving Party shall promptly advise Disclosing Party prior to such disclosure, so that Disclosing Party may seek a protective order or other appropriate remedy.

Confidential Information

(a) Woolpert, Inc., and Chandler understands and agrees that Chandler is a public entity subject to the Arizona Public Records Law, A.R.S. §§ 39-121, *et.seq.* Chandler may, without violating the provisions of this Agreement, release any documents or other information related to this Agreement. If Confidential Information or Intellectual Property Rights are the subject of a Public Records Request, Chandler will provide Woolpert, Inc. with ten days' notice to allow Woolpert, Inc. to obtain a court order in Maricopa County Superior Court, Maricopa County, Arizona, enjoining Chandler from releasing requested information or Chandler will release any matter not subject to a court order barring disclosure. Any court action shall be brought at Woolpert, Inc. 's expense. Chandler shall not be responsible for any fees including attorneys' fees, court costs or any other fees, expenses, or costs associated with the court proceeding.

(b) Intellectual Property Rights means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

(c) Confidential Information means software, intellectual property, product development, marketing plans, business methods, non-public financial and personnel data shall be deemed Confidential Information.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; (iii) is rightfully in the Receiving Party's possession or the Receiving Party lawfully obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (iv) is required to be disclosed in response to a request under Arizona's Public Records Law (A.R.S. §§ 39-121, *et.seq.*), or to a subpoena or other judicial process, whereupon Receiving Party shall promptly advise Disclosing Party prior to such disclosure, so that Disclosing Party may seek a protective order or other appropriate remedy; or (v) information which is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Woolpert, Inc., and Chandler agree to the terms of the Non-Disclosure and Confidentiality Terms set forth above and a violation of any of the terms set forth by either party of this

Agreement shall be considered a breach of this Agreement and subject the breaching party to all available remedies at equity and at law including but not limited to termination, injunctive relief, or equitable relief or an action for specific performance. Each party shall defend and indemnify the other party from such party's violation of these confidentiality terms.

In addition to any other remedies, the disclosing parties shall be entitled to seek equitable relief.

Such obligations of confidentiality shall continue for five (5) years from the date of initial disclosure, provided that with respect to intellectual property, such obligations of confidentiality are perpetual and shall survive termination.

The Woolpert, Inc. and the City of Chandler agrees to (1) return to Disclosing Party information and data in electronic or print that was agreed to be returned to Disclosing Party and (2) destroyed from Receiving Party's network drives and any other media, information from the Disclosing Party that was modified to meet the terms of the contract and stored temporarily on the Receiving Party computer network and related to Woolpert, Inc.'s solution deployment.

Disclosed Items to be returned and destroyed from Receiving Party and Disclosing Party's computers and network:

1. The Receiving Party shall destroy and or return;
 - a. Systems or services, configurations files and information thereof solely owned and or licensed to the City of Chandler, that may have dependencies but are clearly not a part of Woolpert, Inc.'s products being deployed during this engagement.
 - b. Any and all City of Chandler's, networking information, access control and authentication methods used within the City of Chandler, which are not a part of the Woolpert, Inc.'s product implementation or ongoing support by Woolpert, Inc., contained within mutually exchanged and disclosed documents, developed during the proposed engagements and ongoing contractual support.
2. The Disclosing Party shall destroy and or return;
 - a. Systems or services, configurations files and information thereof solely owned and or licensed to City of Chandler that are clearly not a part of the products, licensing, documentation or ancillary items deployed and implemented at the City of Chandler during this engagement.
 - b. Paid for services, purchased products, their licensing and support contracts bound by contracts between Woolpert, Inc. and the City of Chandler are excluded from this section and shall not be returned under any agreement except contract severability clauses.
 - c. Any and all City of Chandler network information, access control and authentication methods used within the City of Chandler networks which are not a part of Woolpert, Inc.'s networked implementations or ongoing licensed support to the City of Chandler contained within mutually exchanged and disclosed documents, developed during the proposed engagements and ongoing contractual support.



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. TDA16-038**

1. Agenda Item Number:

29

2. Council Meeting Date:
January 14, 2016

TO: MAYOR & COUNCIL

3. Date Prepared: December 18, 2015

THROUGH: CITY MANAGER

4. Requesting Department: City
Manager/Transportation & Development

5. SUBJECT: Master Services Agreement (MSA) for an electronic document review system

6. RECOMMENDATION: Staff recommends City Council approve Master Services Agreement (MSA) No. 3547 for an electronic document review system, with Accela, in the amount of \$162,675.

7. BACKGROUND/DISCUSSION: The purpose of the MSA is to serve as the governing document for the City's requirements for various information technology consulting and professional services from Accela. The MSA contains the terms, conditions, and pricing under which individual engagements for these services will be performed and as needs arise, the City and the consultant will agree on a statement of work for each project. The City utilizes the Accela Civic Platform for permitting and inspection processes as well as code enforcement. City staff is now requesting approval of the MSA for an electronic document review system.

Currently, the City's development plan review process is manual and requires multiple paper copies of plans. The existing process does not take advantage of today's plan review technology and does not offer electronic plan submittal options for customers (with the exception of sign permits which may be requested electronically).

Providing an option for on-line plan submission and plan review will reduce the need for paper plans, lower overall submission costs, and help to streamline the overall plan review process. Currently, customers submit plans to the City which are marked up and returned to the customer for correction. The electronic document review system will give customers the option of submitting their plans on-line and receiving comments from City staff electronically. The interactive voice response (IVR) system will remain in place to schedule inspections by telephone along with the existing option to schedule inspections on-line.

An electronic document review module will be added to the existing Accela Civic Platform for integration with the electronic plan review solution (ePlanCheck) that also integrates with the existing electronic document management system where all plans and supporting documents will be stored.

An internal work team from Transportation & Development, Planning, and Information Technology has been working since the summer of 2015 on the framework of this project which included reducing the number of permit categories to streamline the process, selecting a proposed vendor for the plan mark-up software (ePlanCheck), and preparing the necessary contract documents. Additionally, external stakeholders have been identified and surveyed to provide feedback on their experience with electronic document submittal. The external stakeholders have also been asked to participate in a pre-launch pilot program in the fall of 2016 prior to full implementation.

The project plan calls for a public launch in December 2016.

8. EVALUATION: The City utilizes the Accela Civic Platform for permitting and inspection processes as well as code enforcement. The current Accela licensing allows the City to implement the electronic document review module without incurring additional licensing costs.

9. FINANCIAL IMPLICATIONS:

Cost: \$108,045 Professional Services (including travel)
\$ 45,680 Software
\$ 8,950 Support and Maintenance
\$162,675

Savings: N/A

Long Term Costs: \$8,950 On-going Support and Maintenance

<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>Funds:</u>
401.1285.5219.0.6IC005	General Gov't Capital Projects	ITOC – Electronic Document Review	\$108,045
401.1285.6316.0.6IC005	General Gov't Capital Projects	ITOC – Electronic Document Review	\$ 45,680
101.1286.5419.0.6IC005	General Fund	ITOC – Electronic Document Review	\$ 8,950

10. PROPOSED MOTION: Move City Council approve Master Services Agreement (MSA) No. 3547 for an electronic document review system, with Accela, in the amount of \$162,675.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department



Ron Boose, Building Official, Transportation & Development

13. Department Head

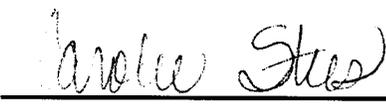


R.J. Zeder, Transportation & Development Director



Steven Philbrick, Chief Information Officer

12. Procurement Officer



Carolee Stees, CPPB

14. Acting City Manager



Marsha Reed

**CITY OF CHANDLER SERVICES CONTRACT
ACCELA MASTER SERVICES
CONTRACT NO.:**

THIS CONTRACT is made and entered into this ____ day of _____, 2016, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Accela, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. Contract Administrator. Contractor shall act under the authority and approval of the Chief Information Officer or designee (Contract Administrator), to provide the services required by this Contract.

1.2. Key Staff. This Contract has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Contract without prior written approval by City. This provision shall not apply where key staff become unavailable due to circumstances not within the control of Accela or where there is delay in the agreed commencement date or progress of the services caused by City, in excess of fifteen (15) business days.

1.3. Subcontractors. During the performance of the Contract, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Contract. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with Contractor.

1.4. Subcontracts. Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: Contractor shall provide Information Technology consultant services as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

2.1 Licenses. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

2.2 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City.

2.3 Compliance with Applicable Laws. Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.3.1 To the degree that the Services are provided in Arizona by employees or subcontractors of the Contractor, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

- 2.3.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.3.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.4 Services Warranty. Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry. Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Contractor warrants that services deliverables will comply with agreed specifications for a period of one hundred and eighty days (180) from acceptance.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion, in accordance with the agreed acceptance criteria.

3.1. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. Ownership. To the extent expressly agreed in a Statement of Work (Services), non-software materials, including reports, and other deliverables, created under this Contract are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release

these materials without the prior written consent of City. Absent such express designation, Contractor retains ownership rights in deliverables and licenses to City in accordance with the license rights for the Contractor Software licensed to City. City retains ownership of all City provided materials and data, as well as City's pre-existing intellectual property.

4. PRICE:

- 4.1.** City shall pay Contractor the cost agreed upon for each individual engagement negotiated by the City and Contractor. The cost for each individual engagement shall be based on the per-hour rates including all costs and expenses incurred by the Contractor and shall be payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2. Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Contract. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3.** Contractor shall be solely responsible for any and all tax obligations, which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.
- 4.4. Payment.** In exchange for the Services, City will pay to Accela the amounts indicated in the SOW (Exhibit A) according to the billing events schedule described therein.
- 4.5. IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.6. Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial one year term of the Contract. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City expects that all requested price increases will be directly correlated to a necessary cost increase to Contractor that was clearly unpredictable on the date Contractor executed the Contract for the initial term. City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If City does not approve the price increase, Contractor is not required to provide any services at the original prices. If a price increase is agreed upon by the Parties a written Contract Amendment shall be approved and executed by the Parties.

5. TERM:

- 5.1.** The term of the Contract commences on the date on which both parties have executed this contract and terminating when all services within Exhibit A have been completed by the Contractor in accordance with Exhibit A and accepted by the City unless sooner terminated in accordance with the provisions herein. Notwithstanding, any Statement of Work (Services) which has not been completed shall continue on these terms until completed.

- 6. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

- 6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Contract.

- 6.2 Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
- 6.3 Non-Exclusive Contract:** This contract is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. With a City-caused delay of more than one (1) month, Accela reserves the right to charge project carrying fees. This cost covers project planning efforts, resource allocation, and general Project Management hours to manage change in the project plan

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 7.3. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.4. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.5. Right of Offset.** In the event of a good faith dispute between the parties, The City shall be entitled to offset against any sums due Contractor, concerning the Contractor's non-conforming performance or failure to perform the Contract

8. TERMINATION:

8.1.1 Termination for Convenience: City reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work.

8.1.2 Termination for Cause: City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Contract
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Contract has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

8.3. Suspension or Debarment. City may, by written notice to the Contractor, immediately terminate this Contract if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

8.4. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.5. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1. Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, to the extent arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

12. INSURANCE REQUIREMENTS:

1. General.

- A. At the same time as execution of this Contract, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract services under this Contract by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its

obligation to maintain the required insurance at all times during the performance of this Contract.

F. **Use of Subcontractors:** If any work is subcontracted in any way, the Contractor shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. **Minimum Scope And Limits Of Insurance.** The Contractor shall provide coverage with limits of liability not less than those stated below.

A. ***Commercial General Liability-Occurrence Form.*** Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. ***Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles***

Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. ***Workers Compensation and Employers Liability Insurance:*** Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. ***Professional Liability.*** If the Contract is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Contract, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. The Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The Contractor's insurance must contain broad form contractual liability coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 4. The Contractor's insurance coverage for Commercial Liability and Automobile Liability must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor for Commercial Liability and Automobile Liability and must not contribute to it.
 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Services performed by the Contractor for the City.
 8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of one (1) year following completion and acceptance of the Services. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this one- year period containing all the Contract insurance requirements, including naming the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage

but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.

10. If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 30 days after the renewal date containing all the necessary insurance provisions if Contractor does not have equal or better insurance policies in place.

11. By signing this Contract, the Contractor certifies it is fully aware of Insurance Requirements contained in the Contract and assures the City of Chandler that it is able to produce the Insurance coverage required.

12. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Purchasing
Contact: City of Chandler
Mailing Address: PO Box 4008 MS 901
Physical Address: 175 S Arizona Avenue
City, State, Zip Chandler, AZ 85244
Phone: 480-782-2400
FAX: 480-782-2410

In the case of the CONTRACTOR

Firm Name: Accela
Contact: _____
Address: _____
City, State, Zip _____
Phone: _____
FAX: _____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. Conflict of Interest. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. § 38-503. Any such interests were disclosed in Contractor's proposal to the City.

14.2. Kickback Termination. In accordance with A.R.S. § 38-511, City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

14.3. No Conflict: Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will

not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

15.1. Entire Agreement. This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.2. Assignment: Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the City.

15.3. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on such changes.

15.4. Independent Contractor. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.5. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.6. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

15.7 Confidentiality: Each party will comply with the terms and conditions for confidentiality and nondisclosure as set forth in Exhibit B.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2016.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

City Manager

By: Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk

Secretary

Approved as to form:

City Attorney (*eb*)

Exhibit A

Statement of Work

For Consulting and Professional Services

In support of the:
City of Chandler, AZ
Electronic Document Review (EDR)
& Accela Citizen Access (ACA) Implementation

December 18, 2015

Version 4.1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

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Document Control

Date	Author	Version	Change Reference
11/6/15	Mark Parthum	1.0	Initial
11/17/2015	Juan Padilla	1.1	Changad across record types from 10 to 7 page 7 Changes to Electronic Document Review + EPC (Table) page 7 Changes to Analysis (Table) page 9 Changes to Accela Citizen Access (Table) page 12 Changes to Appendix C (Table)
11/19/2015	Mark Parthum	1.2	Accepted Chandler changes
12/03/2015	Juan Padilla	2.0	Multiple changes Changes to Payment Schedule page 4
12/3/2015	Mark Parthum	2.1	Accepted the removal of the word "the" before Agency. Made a couple text changes which I added a comment as well. I replied to the comments from the Agency.
12/7/2015	Mark Parthum	3.0	Modified from 4 equal progress payments to a fixed price milestone based payment term. Added Deliverable milestone language on page 17.
12/14/2015	Chandler	3.1	City IT deployment/migration procedural language- Page 13 & 15 Deployment Support.
12/18/2015	Mark Parthum	4.0	Modified Deployment deliverable to be \$2k since Accela is only observing/assisting. Third deliverable increased to reflect deployment to middle tier environment and 6 weeks of UAT instead of 4 weeks. Modified language for responsibilities and acceptance criteria for both 3 rd and 4 th deliverables. Added language about Project management and project team responsibilities and assumptions. Added Glossary as appendix.
12/18/2015	Accela and Chandler	4.1	On a shared screen webex, we made edits to clear up discrepancies on number of environments. Added in Agency project delay language if Accela delays projects. Added in Agency Project Management and Project Team language.
12/18/15	Janine Blake	4.1	Accepted all changes and no additional edits from meeting. Deleted comments and created action items that were emailed to Accela for comments that were not addressed.

Overview

This Statement of Work ("SOW") dated 12/18/2015 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to City of Chandler, AZ ("Agency").

The following (SOW) will detail how Accela will provide Agency Professional Services consulting.

Capitalized terms not defined in this SOW are as defined in the Service Agreement. In the event of any conflict between the Services Agreement and this SOW, the terms of the Master Services Agreement shall govern.

Work Description

Accela will work with Agency staff to validate, implement and configure of Electronic Document Review (EDR) and implement Citizen Access for online applications according to the requirements set forth by Agency and the Services Agreement. The specific scoping points can be found in Appendix A.

Project Schedule

The period of performance of this project is ten (10) months from signature of the SOW. This project is expected to take about 9 months.

If an Agency-based delay puts the project on hold more than one (1) month, Accela reserves the right to charge project carrying fees. It may incur an additional cost which be managed through the change order process which will define the scope change, additional cost and schedule changes.

If there are delays caused by Accela that affect the agreed upon project schedule, due to circumstances not within the control of the City or project progress is delayed by Accela in excess of fifteen (15) business days, Accela will inform the City in writing describing the reason for the delay and the actions necessary to return the project back the original schedule or there will be a new agreed upon project schedule.

Payment Schedule and Terms

The City will compensate Accela based on delivery of agreed deliverables per Billing Milestone Schedule table:

Deliverables	Estimated Delivery	Billing Amount
1. EDR/ACA Analysis	Two Months after kickoff	\$32,130
2. EDR/ACA Configuration and EPC Installation	Four Months after kickoff	\$34,440
3. EDR/ACA User Acceptance Testing Support and EDR/EPC Training and Deployment to Staging	Five Months after kickoff	\$31,900
4. EDR/ACA/EPC Go-Live Support	Seven Months after kickoff	\$2,000
Total of Deliverables		\$100,470

Upon completion of the deliverable, the Customer will be presented with Accela's Deliverable Acceptance form for signoff. Billing will be triggered once Accela receives the signed Deliverable Acceptance form. If after ten (10) Agency business days have lapsed and Accela has not received the signed Deliverable Acceptance form from the Customer, the deliverable will be deemed Accepted and billing will trigger. Criteria for Acceptance and non-acceptance are Accepted, Accepted with Minor Issues, or Not Accepted.

Expenses:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Accela expense policy. Accela will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Accela will work with Agency to manage and control its expenses in accordance with Accela's global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past Accela engagement experience and Agency's request for on-site support to include the community outreach.

The travel expense budget estimate is **\$5,045.00**. Should Agency require more onsite trips than the assumption above, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips. The specifics of the travel schedule will be determined based on the agreement between Agency and Accela.

Contract Sum

*The total estimated amount payable under this Agreement is therefore not to exceed **\$105,515.00** including travel expenses.*

Change Order

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency and/or Accela, and should this slippage result in material effort to Accela and/or Agency in excess of the hours provided for in this document, Accela and/or Agency will produce a change order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within ten (10) Agency business days of delivery to avoid a halt of work on the engagement.

General Assumptions

- Scope is based on discovery sessions during the negotiation of this SOW with Agency prior to the initial SOW development.
- Agency and Accela will review their responsibilities before work begins to ensure that services can be satisfactorily completed and in the appropriate timeframe.
- Coding not specifically described in this document is the responsibility of Agency.
- Agency will provide remote network access to their system environments for Accela to work remotely.
- Accela and Agency are committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Accela and Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Accela and Agency will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Any additional time not stated in the SOW will require a Change Order.

- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.
- Invoices are due net 30 of the invoice date.
- Agency will leverage in-place procedures for storage of documents in Accela Automation (access to a pre-existing EDMS configuration).

Appendix A follows

Appendix A: Specific Scoping Details and Assumptions

Project Management and Oversight

Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at Agency, Accela will provide Project Management services throughout the duration of the project. Generally these services include the following:

- Project plan management using Microsoft Project,
- Project document management using Accela Hosted project site,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management (to include staffing the team at the initial outset of the contract),
- Executive project oversight and quality assurance.
 - Product review prior to release for UAT

By mutual agreement, some project management tasks may be shared between the Accela Project Manager and Agency Project Manager. Project Management tasks may be done remotely, at Accela's discretion.

Agency has the right to ask for a replacement if tasks performed by the Accela's Project Manager do not meet the Agency's expectations. Agency acknowledges that a request to replace the Project Manager may incur project schedule risks. It may incur an additional carrying cost which will result in a change order. It may incur an additional cost which be managed through the change order process which will define the scope change, additional cost and schedule changes.

The City's project team responsibilities include adherence to the approved project plan and the completion by stated due dates, responding to clarifying questions, reviews and approvals within the designated timeframe or with timeliness.

Acceptance of work products will be given or rejection of the work product will be stated within the time period designated as the acceptance period.

In the event there are any project delays or concerns that could not be resolved by either the Accela or City's project management team, escalation to the City's IT Management team must occur within (15) Days of identified delay or concern.

- Accela Responsibilities:
 - Accela will provide a weekly status report and meeting.
 - Accela will provide an updated project schedule at least monthly.
 - Accela will provide a project website to share documents and track issues.
 - Accela will initially draft any change order on our standard change order form and then work with the Agency to mutually finalize the terms.
 - Accela will plan, schedule, coordinate and track the implementation with Agency
 - Ensure that the project team stays focused, tasks are completed on schedule
 - Identify and mitigate issues and risks and escalate as needed in a timely manner
 - Collaborate closely with Agency Project Manager
 - Accela Executive Oversight will provide high level oversight and quality assurance throughout the project
 - Accela Executive Oversight will assist in removing project execution obstacles
 - Accela Executive Oversight will resolve issues and risks escalated by the Accela Project Manager
- Agency Responsibilities:

- Agency will provide a primary point of contact
 - Primary point of contract (ex. Agency Sponsor, Agency Project Manager, etc.) will act as vocal and visible project champion. This person(s) will also work to remove project obstacles.
 - Agency will have a core project team that will be involved in the majority of project activities
 - Agency primary point of contact (ex. Project Manager) will ensure that the core project team stays focused, tasks are completed on schedule
 - Collaborate closely with Accela Project Manager
 - Provide project priorities throughout the project
 - Identify and mitigate issues and risks and escalate as needed in a timely manner
- Assumptions:
 - Accela is expecting a Project Manager to provide a weekly status meeting an estimated 20 times (or 20 weeks).
 - Agency will provide core project team representation at the weekly status meeting.
 - Agency core project team will be available throughout the project to attend meetings.
 - Issues and risks will be discussed at least weekly at the weekly status meeting.

Electronic Document Review + EPC

This section describes the tasks, responsibilities and assumptions that will enable submissions, review and markup of documents for up to 4 business processes (workflows) across 7 record type in the DevServices Module within Agency's current configuration. Accela will work with Agency to identify business requirements for EDR configuration:

Module	Process Description (Record Type)	Workflow Code
DevServices	Building/NA/NA/NA	Building
DevServices	Model/NA/NA/NA	Building
DevServices	Annual/NA/NA/NA	Building
DevServices	Special Projects/NA/NA/NA	Building
DevServices	Civil/Plat/NA/NA	CIVIL_PLAT
DevServices	Civil/Encroachment/NA/NA	CIVIL_ENCROACH
DevServices	Civil/Improvement/NA/NA	CIVIL_IMPROVE

- Documents that will be submitted online through Accela Citizen Access and Accela Automation as part of the review process.
- Agency workflows associated with the document review process.
- Requirements for workflow tasks / statuses / assignments for each role (e.g. intake personnel, plan reviewers, plan processors / approvers, etc.) in support of Agency workflow.
- Versioning of documents submitted / reviewed.
- Process steps within Agency's workflow associated with reviewing the plan.
- Requirements for notifications via email.
- Stamps to be used on submitted documents.
- Information that will be exposed to the public via Accela Citizen Access.

Project Assumptions

- In support of the project, Agency will:
 - Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.

- Adhere to agreed-upon timelines for deliverable review and acceptance.
- Provide timely and appropriate responses to Accela's request for information.
- Provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Accela accepts full responsibility for the actions of its representatives while on Agency information and communications technology resources.
- Agency will leverage in-place procedures for storage of documents in Accela Automation (access to a pre-existing EDMS configuration).
- Agency will purchase any necessary software licenses for ePlanCheck prior to the project start.
- The project will include work in two environments, Non-Production and Production.

Tasks

The Accela Electronic Document Review implementation is comprised of the activities that will enable the submission, review, and markup of documents to work effectively given Agency's configuration of Accela Automation. Accela will conduct the following activities in support of the implementation:

- **Installation.**
 - Accela Responsibilities:
 - Accela, with the supervision of Agency's IT staff, will install of all the documented software to integrate ePlanCheck with Accela on two environments: One Non-Production – Development and one Production.
 - Accela will provide oversight to the Agency as they install EPC on the Production environment. Agency will use the knowledge gained by observing Accela install on one Non-Production.
 - Agency Responsibilities:
 - ePlanCheck and other necessary software components (example: MS SQL Server) must be purchased by Agency.
 - Agency will install EPC on production environment
 - Assumptions:
 - Agency will have an Electronic Document Management System (EDMS) installed and configured prior to the contract period of performance.
 - The EPC install is on one web server per environment, not multiple load balanced web servers.
 - The integration with Accela and EPC requires a one for one match of environments (i.e. Accela Dev environment integrates with an EPC Dev environment, Accela Production environment integrates with an EPC Production environment). The integration does not recommend having two Accela Non-Production environments integrate with one EPC Non-Production environment.
- **Analysis.** Accela will work with Agency to understand its document submission and approval process for up to four (4) processes in order to enable the Accela Electronic Document Review configuration to work effectively with Agency's workflow. Accela will work with Agency to identify and review:

Module	Process Description (Record Type)	Workflow Code
DevServices	Building/NA/NA/NA	Building
DevServices	Model/NA/NA/NA	Building
DevServices	Annual/NA/NA/NA	Building
DevServices	Special Projects/NA/NA/NA	Building
DevServices	Civil/Plat/NA/NA	CIVIL_PLAT
DevServices	Civil/Encroachment/NA/NA	CIVIL_ENCROACH
DevServices	Civil/Improvement/NA/NA	CIVIL_IMPROVE

- Accela Responsibilities:
 - Accela will meet with Agency on-site for initial analysis of the processes, as well as conduct follow up meetings remotely to clarify any business requirements.
 - Accela will produce a written Accela Electronic Document Review Specifications Document as the basis for configuration.
- Agency Responsibilities:
 - Agency will review the documents to ensure the business requirements needed for configuration were properly captured.
 - Agency shall review the configuration documentation submitted by Accela within ten (10) Agency business days of notification. Agency shall respond “Accepted, “Accepted with Minor Issues”, or “Not Accepted Due to...”
- Assumptions:
 - The Agency will select decision makers to approve the documents and make them available so as not to delay the schedule.
 - This is scoped to assume that the use of the current shared workflows across record types does not change (example: multiple record types use the *BUILDING* workflow).
- **Configuration.** Accela will configure to allow for electronic document review in Agency’s current workflows.
 - Accela Responsibilities:
 - Accela will use the Accela Electronic Document Review Specifications Document as the basis for configuration.
 - Accela will provide Agency a list of all the Global Settings” that are affected by this new configuration
 - Potential items for Accela to configure to enable EDR:
 - Standard choices: Document Status, Document Review Status, Virtual Folders, EDMS, External Doc Reviews, External Reviewers
 - User Groups: activate FIDs to allow for EDR
 - Attachments: Document group codes and document types
 - Workflow: Add workflow tasks to allow for Plans Distribution and Plans Consolidation (if necessary)
 - Record/Application Type: Set document group code
 - Workflow email notifications: setup notifications (as needed)
 - EDMS security policy: set document security for ACA Public Users
 - Checklists: create document review checklists (if necessary)
 - Configuring Third Party Document Review Tool
 - Configuring standard comments
 - Creating a corrections report
 - Configuring the shared data mapping fields
 - Agency Responsibilities:
 - Agency will make any adjustments to existing workflow tasks (outside the modifications that Accela staff will make to accommodate the recommended implementation of EDR, typically the Plans Distribution and Plans Coordination workflow tasks).
 - Agency will make any adjustments to Fees that might changes with introducing EDR
 - Agency will make any modifications to existing and **new** reports that might change with the new record types. (Reports shall be written in SQL Server Reporting Services (SSRS))
 - Accela is only committed to building the Corrections report which comes out of EPC.
 - Agency will make adjustments to ASI and/or ASIT that might need to change with the change in business process

- Assumptions:
 - Accela will demonstrate working functionality on at least one of the two record types before the User Acceptance Testing (UAT) phase will begin.
 - Configuration does not include adjustments to fee schedules or payment engines.
 - EDMS (such as, ADS) will be configured and operable in AA prior to configuration.
- **EDR Scripting.**
 - Accela Responsibilities:
 - Accela will provide up to 4 Module level scripts. Agency and Accela will mutually agree on the 4 module level EMSE scripts to develop. Here are four common examples.
 - 1) WorkflowTaskUpdateAfter (WTUA): Email the applicant when revisions/resubmittals are required OR when the application is approved.
 - 2) DocumentUploadAfter (DUA): When awaiting a revision/resubmittal, when the document is uploaded, the workflow task status for Application Submittal will be updated AND optionally Agency staff can be notified.
 - 3) DocumentReviewUpdateAfter (DRUA): When the Document Review Status is modified it will automatically updated the Plan Review workflow task, alleviating the staff from having to update both.
 - 4) External Doc Review Completed (EDRC): This event is fired by the Automation API that is called by the 3rd party application for the check-in action. Agencies can use it to script the document status update on the current reviewed version.
 - These scripts are built once and then repeated across modules as desired. We change the variables across modules.
 - They assume the variables of application status or workflow task status are consistent for the Module for all workflows.
 - Agency Responsibilities:
 - Agency will provide Accela access to configure the above items.
 - Agency will provide approval for the use of the above scripts. Any scripts required beyond the scope will require a change order.
 - Assumptions:
 - The creation/configuration of Accela Electronic Document Review scripts will build on the configuration, record types, and workflow tasks Agency already has in place or Accela modifies to allow for EDR. Agency can elect to modify the other aspects of their existing workflows to better accommodate scripting, but will do so at the risk of the schedule.
 - Where applicable Accela will recommend Module level scripts instead of record type specific scripts. This generally is recommended to minimize sustain on the part of Agency.
 - Scripting for document assignment is not scoped and would require a change order for additional budget.
 - Scope may increase if Agency is on older version of Master Scripts, which typically results in more time for the Accela team to add the scripts, test, and implement.
- **Training for Configuring and EDR Administration.**
 - Accela Responsibilities:
 - Accela will provide EDR admin knowledge transfer via a webex session using Agency's Non-Production environment. This will include the core configuration of the ePlanCheck and Accela software that is essential to the integration. Accela will record the session for future viewing by Agency.
 - Accela will also provide written documentation for EPC admin training to the core project team.
 - Agency Responsibilities:
 - Agency is responsible for providing Accela configuration maintenance staff (i.e., train the trainer or IT staff)

- Assumptions:
 - Software dependencies will be installed prior to any configuration or training.
 - Training will occur remotely as a group training with the core project team up to 12 participants.
- **End-User Training.**
 - Accela Responsibilities:
 - Accela will provide EDR user training (up to 12 participants) to the core project team. Typically these participants will be conducting User Acceptance Testing (UAT) immediately concluding training. Train the trainer staff is recommended for this Agency.
 - Accela will provide EPC training in written documentation in addition to those elements that integrate the two software platforms.
 - Agency Responsibilities:
 - Agency will provide suitable facilities, hardware, software and supporting equipment required for training – including fully configured workstations.
 - Assumptions:
 - Training participants will already have been trained in Accela Automation.
 - Training will focus on leveraging the functionality of Accela EDR.
 - The training schedule will be drafted based on mutual agreement of Accela and the Agency.
 - Additionally, Accela and Agency will mutually agree to remote training or on-site training.
 - Training will be conducted in the Non-Production environment.
- **User Acceptance Testing (UAT).**
 - Accela Responsibilities:
 - Accela will provide Agency with up to 8 sample test cases (best practices for Accela EDR)
 - Accela will work with Agency in the testing and validation of the configuration to ensure its readiness to be migrated to Production. As Agency staff executes testing activities during the UAT process, Accela will address, research, and/or rectify issues discovered.
 - Accela will provide an issue tracking list in the project portal to facilitate the documentation of the issues.
 - Agency Responsibilities:
 - Agency will modify tests scripts to “fit” the business needs
 - In support of User Acceptance Testing, the Agency will:
 - Develop use cases / test cases needed to test the configuration.
 - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days of notification. Agency shall respond “Accepted, “Accepted with Minor Issues”, or “Not Accepted Due to...”
 - Assumptions:
 - UAT will be conducted in the Non-Production environment.
 - Agency will be ready to test immediately following the core project team training.
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - This phase is estimated to be 6 weeks, not including the research and/or resolution of product bugs by Accela Engineering.
- **Deployment Support.**
 - Accela Responsibilities:

- Agency with the help of Accela will migrate the Accela configuration to the Accela Production environment.
- Agency with the help of Accela will migrate the EPC configuration to the EPC Production environment.
- Accela will provide a list of configuration elements to migrate.
- Agency Responsibilities:
 - The Agency will provide all necessary environment access.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days of notification. Agency shall respond “Accepted, “Accepted with Minor Issues”, or “Not Accepted Due to...”
 - Agency will migrate to Production environment within 10 Agency business days of signature of Deliverable Acceptance form for Deliverable #3 (UAT/Training) or a mutually agreed upon timeline between Accela and Agency.
- Assumptions:
 - Accela is expected to support Agency IT Admin staff and Project Core Team staff
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - Agency and Accela will mutually agree on a schedule for migration and testing to minimize impact to their users.
 - Accela will webex and watch as Agency performs migration to production environment and assist or give guidance as necessary.

Accela Citizen Access

Accela will work with Agency staff to implement Accela Citizen Access (ACA) online applications across one module that will accommodate EDR.

Module	Process Description (Record Type)	Smart Choice Code	ASI Code
DevServices	Building/NA/NA/NA	BLD	BLDG
DevServices	Model/NA/NA/NA	BLD_MOD	BLDGMOD
DevServices	Annual/NA/NA/NA	BLD_ANN	BLDGANN
DevServices	Special Projects/NA/NA/NA	BLD_SPG	BLDGSPG
DevServices	Civil/Plat/NA/NA	CIVIL_PLAT	CIVPLAT
DevServices	Civil/Encroachment/NA/NA	CIVIL_ENCROACH	CIVENCR
DevServices	Civil/Improvement/NA/NA	CIVIL_IMPROVE	CIVIMPR

Project Assumptions

- Prior to Accela’s configuration of Accela Citizen Access:
 - Agency has already installed Accela Citizen Access in all environments that will be used for this effort.
 - Accela Citizen Access’s existing wrapper and web site integration will be updated and implemented by Agency.
 - Agency will have modules setup in ACA to reflect those in Accela Automation. These modules are currently primarily setup for search.
- In support of the project, Agency will:
 - Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
 - Adhere to agreed-upon timelines for deliverable review and acceptance.
 - Provide timely and appropriate responses to Accela’s request for information.

- Provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Accela accepts full responsibility for the actions of its representatives while on Agency information and communications technology resources
- Accela assumes the Agency wishes to have a distinct pageflow for every record type where there is a distinct smart choice group, hence the scope has seven (7) distinct pageflows to analyze and configure.

Tasks

The Accela Citizen Access implementation effort is comprised of the following activities that will enable online record submittal of applications. Accela will conduct the following activities in support of the implementation:

- **Analysis.**
 - Accela Responsibilities:
 - Accela will work with Agency to review existing Accela Citizen Access configuration and work with Agency to define configuration To-Be requirements to enable online applications
 - Create the configuration specification for Accela Citizen Access based on analysis with the Agency for up to the following items:
 - One ACA Module setting
 - Agency already has this module implemented in ACA with view only access for users. They intend to implement an online application submittal in this existing module to support Electronic Document Review.
 - Up to seven (7) Page flows to support the EDR processes/workflows – a page flow is a set of pages representing the application process for online applications. It is possible for one page flow to be utilized by multiple records.
 - Accela will produce an Accela To-Be Configuration Document as the basis for configuration. Due to the volume of record types and their associated pageflows to analyze, it is expected that the delivery of the documents will be broken into subsets.
 - Agency Responsibilities:
 - Agency will review the documents to ensure the business requirements needed for configuration were properly captured. Agency has ten (10) Agency business days to review document.
 - Agency shall review the configuration documentation submitted by Accela within ten (10) Agency business days of notification. Agency shall respond “Accepted, “Accepted with Minor Issues”, or “Not Accepted Due to...”
 - Assumptions:
 - If a pageflow already exists and Agency wishes to reuse it, Accela will work with Agency to provide consultation on optimizing the existing online application process for the record types.
 - **Configuration.**
 - Accela Responsibilities:
 - Accela will configure up to 7 pageflows and 1 module settings in the non-production environment.
 - The configuration of pageflows will include custom or instructional text for the components being used in the online application.
 - For usage of any ASI components this will include the configuration of instructional text, watermarking, and/or labels.
 - Accela will configure record type settings to enable the online applications in the non-production environment.
 - Accela will configure instructional text as related to the components used in the modules and disclaimers in the non-production environment.

- Accela will provide one pageflow script that will force the user to submit the require documents at the Attachments component.
 - Agency Responsibilities:
 - Modifications to Application Specific Information (ASI), Application Specific Information tables (ASIT), Address – Parcel - Owner (APO), Contacts, Licensed Professionals needed to configure those components in the ACA pageflows will be the responsibility of the Agency prior to configuration.
 - Agency, with the help of Accela, is responsible for configuring the ACA global settings
 - Agency will be responsible for configuring global ACA Email settings for ACA users, to include registration email, password reset, lock account, associate LP or contact, etc. Accela will only be configuring emails in Accela Automation if it is related to an EDR event script.
 - Agency will configure any pageflows, module settings or components that is not migrated from the non-production environment, into the production environment.
 - Assumptions:
 - This effort does not include fees or payments with the online applications.
 - Accela will not configure the Pay Fees step in the applicable pageflows.
 - Agency is not planning to use the shopping cart feature.
 - Any global setting that needs to be modified for this project, will be discussed in detail with agency and after understanding and communicating impacts we will document and move forward.
 - The scoped configuration of the pageflow does not include pageflow scripting (expect for the one indicated above) or expression scripts.
 - Accela will not configure an existing AA report to work in ACA or develop new reports for ACA.
- **User Acceptance Testing (UAT).**
 - Accela Responsibilities:
 - Accela will work with Agency in the testing and validation of the configuration to ensure its readiness to be migrated to Production. As Agency staff executes testing activities during the UAT process, Accela will address and rectify issues discovered. Accela will provide an issue tracking list in the project portal to facilitate the documentation of the issues.
 - Agency Responsibilities:
 - In support of User Acceptance Testing, Agency will:
 - Develop use cases / test cases needed to test the configuration.
 - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days. Agency shall respond “Accepted, “Accepted with Minor Issues”, or “Not Accepted Due to...”
 - Assumptions:
 - Agency will be ready to test immediately following end user training of EDR which includes ACA application intake.
 - UAT will be conducted in the Non-Production environment.
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - This phase is estimated to be 6 weeks, not including the research and/or resolution of product bugs by Accela Engineering.
- **Deployment Support.**
 - Accela Responsibilities:
 - Accela will provide a list of configuration elements to migrate.
 - Accela will manually move any items not covered by the Data Manager tool in the production environment.

- Agency Responsibilities:
 - Agency will provide all necessary environment access.
 - Agency, with the help of Accela will migrate the Accela non-production configuration to the production environment.
 - Agency, with the help of Accela will migrate the Accela configuration to the production environment.
 - Agency, with the help of Accela will move any items not covered by the Data Manager tool into the production environment.
 - Agency shall review and test work submitted by Accela within ten (10) Agency business days of notification. Agency shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
 - Agency will migrate to Production environment within 10 Agency business days of signature of Deliverable Acceptance form for Deliverable #3 (UAT/Training) or a mutually agreed upon timeline between Accela and Agency. .
- Assumptions:
 - Accela is expected to support Agency IT Admin staff and not the end users directly.
 - Accela will webex and watch as Agency performs migration to production environment and assist or give guidance as necessary.
 - Agency and Accela will mutually agree on the escalation and communication procedures.
 - Agency and Accela will mutually agree on a schedule for migration and testing to minimize impact to their users.

Deliverable Milestones

1. EDR/ACA Analysis

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

- EDR and ACA To-Be configuration document (MS Word)

Acceptance Criteria:

- Completed EDR/ACA Analysis configuration document

Acceptance Review Period:

- Ten (10) business days

2. EDR/ACA Configuration and EPC Installation

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

- Configure EDR and EPC per approved Configuration Document and scoped tasks
- Configure ACA per approved Configuration Document and scoped tasks
- Installation of EPC in one Non-Production environment while Agency observes
- Observe and assist Agency with their installation of EPC in Production environment
- Installation of two environments total

Acceptance Criteria:

- Completed configuration of EDR per configuration document
- Demonstration of working EDR functionality
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s).
- Demonstration of working EPC application and integration with Accela

Acceptance Review Period:

- Ten (10) business days

3. EDR/ACA/EPC User Acceptance Test and End User Training

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

- Research and Resolution of UAT issues
- Standard EDR Training for up to 12 users
- IT admin knowledge transfer on Accela and EPC
- Provide up to 6 weeks of UAT support.
- Accela to provide up to 8 sample test cases

Acceptance Criteria:

- Completed Agency led UAT sessions with Accela Support
- Issues found in conflict with the agreed up on EDR/ACA Configuration document are resolved per configuration document
- Standard End User Training delivered to up to 12 users
- Knowledge transfer of administration features of EPC and Accela
- Non-Production environment have the final configuration ready to deploy to Production with resolved configuration issues to not include identified product bugs.

Acceptance Review Period:

- Ten (10) business days

4. EDR/ACA/EPC Go-Live Support

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

- EDR configuration migrated to Production Environment
- Accela Citizen Access configuration migrated to Production Environment
- EPC installed and configured in Production environment

Acceptance Criteria:

- Assist and observe the Agency make the migration of final accepted configuration from the development environment to Agency Production environment Agency will deploy to Production within 10 Agency business days to signature of Deliverable Acceptance Form for Deliverable #3 (UAT/Training) or a mutually agreed upon timeline between Accela and Agency.

Acceptance Review Period:

- Ten (10) business days

Appendix C: Agency Information used for Scoping

Module	Record Type			Review of plans & documents	Current ACA Function	Desired ACA Function	Workflow Name	Workflow Type Count (Example: All Type 2's are same workflow design, just different Name)	Parallel or Serial Reviews	ASI Group	ASI Group Type (counting unique ASI groups that assists in our pricing)	Smart Choice	Smart Choice Type (counting unique smart choice groups that assist in our pricing)
DevServices	Building	NA	NA	Yes	View	Apply	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD	1
DevServices	Model	NA	NA	Yes	View	Apply	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD_MOD	2
DevServices	Annual	NA	NA	Yes	View	Apply	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD_ANU	3
DevServices	Special Projects	NA	NA	No	No	No	BUILDING	1	Parallel	BLD	1 (5Subgroups)	BLD_SPG	4
DevServices	Civil	Plat	NA	Yes	View	Apply	CIVIL_PLAT	2	Parallel	CIVPLAT	2	CIVIL_PLAT	5
DevServices	Civil	Encroachment	NA	Yes	View	Apply	CIVIL_ENCROACH	3	Parallel	CIVENC	3 (3 subgroups)	CIVIL_ENCROACH	6
DevServices	Civil	Improvement	NA	Yes	View	Apply	CIVIL_IMPROVE	4	Parallel	CIVIMPR	4	CIVIL_IMPROVE	7

Appendix D:

Glossary of Terms

ACA	Accela Citizen Access
APO	Address, Parcel Owner
ASI	Application Specific Information
ASIT	Application Specific Information Table
DUA	Document Upload After
DRUA	Document Review Update After
EDR	Electronic Document Review
EDRC	External Doc Review Complete
EMC AppXtender	EMC AppXtender is a content management solution
EPC	Electronic Plan Check
FIDs	Function IDs
IT Admin Staff	Agency's Accela Admin Team
Project Core Team	Agency's Project Core Team
UAT	User Acceptance Testing
WTUA	Workflow Task Update After

EXHIBIT B
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Non Disclosable Information

Accela, Inc. and the City of Chandler (Chandler) agree(s) that Accela, Inc. and Chandler will not disclose, directly or indirectly, or use for itself or the benefit of any third party any personal, financial or non-public information or data acquired by virtue of its relationship with each other without the prior written approval of the Disclosing Party or its successor in interest. Non-public information shall include, without limitation, information that concerns the personal, financial or other non-public information of Chandler or Accela, Inc.

Non-Disclosable Information shall not include information which: (1) is, at the time of disclosure, or thereafter becomes available to the public from a source other than the Receiving Party; (2) was known to the Receiving Party as of the time of disclosure; (3) is independently developed by the Receiving Party; (4) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party; or (5) is required to be disclosed pursuant to subpoena, court order, or government authority, whereupon Receiving Party shall promptly advise Disclosing Party prior to such disclosure, so that Disclosing Party may seek a protective order or other appropriate remedy.

Confidential Information

(a) Accela, Inc., and Chandler understands and agrees that Chandler is a public entity subject to the Arizona Public Records Law, A.R.S. §§ 39-121, *et seq.* Chandler may, without violating the provisions of this Agreement, release any documents or other information related to this Agreement. If Confidential Information or Intellectual Property Rights are the subject of a Public Records Request, Chandler will provide Accela, Inc. with ten days' notice to allow Accela, Inc. to obtain a court order in Maricopa County Superior Court, Maricopa County, Arizona, enjoining Chandler from releasing requested information or Chandler will release any matter not subject to a court order barring disclosure. Any court action shall be brought at Accela, Inc.'s expense. Chandler shall not be responsible for any fees including attorneys' fees, court costs or any other fees, expenses, or costs associated with the court proceeding.

(b) Intellectual Property Rights means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

(c) Confidential Information means software, intellectual property, product development, marketing plans, business methods, non-public financial and personnel data shall be deemed Confidential Information.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; (iii) is rightfully in the Receiving Party's possession or the Receiving Party lawfully obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (iv) is required to be disclosed in response to a request under Arizona's Public Records Law (A.R.S. §§ 39-121, *et seq.*), or to a subpoena or other judicial process, whereupon Receiving Party shall promptly advise Disclosing Party prior to such disclosure, so that Disclosing Party may seek a protective order or other appropriate remedy; or (v) information which is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

Accela, Inc., and Chandler agree to the terms of the Non-Disclosure and Confidentiality Terms set forth above and a violation of any of the terms set forth by either party of this Agreement

shall be considered a breach of this Agreement and subject the breaching party to all available remedies at equity and at law including but not limited to termination, injunctive relief, or equitable relief or an action for specific performance. Each party shall defend and indemnify the other party from such party's violation of these confidentiality terms.

In addition to any other remedies, the disclosing parties shall be entitled to seek equitable relief.

Such obligations of confidentiality shall continue for five (5) years from the date of initial disclosure, provided that with respect to intellectual property, such obligations of confidentiality are perpetual and shall survive termination.

The Accela, Inc. and the City of Chandler agrees to (1) return to Disclosing Party information and data in electronic or print that was agreed to be returned to Disclosing Party and (2) destroyed from Receiving Party's network drives and any other media, information from the Disclosing Party that was modified to meet the terms of the contract and stored temporarily on the Receiving Party computer network and related to Accela, Inc.'s solution deployment.

Disclosed Items to be returned and destroyed from Receiving Party and Disclosing Party's computers and network:

1. The Receiving Party shall destroy and or return;
 - a. Systems or services, configurations files and information thereof solely owned and or licensed to the City of Chandler, that may have dependencies but are clearly not a part of Accela, Inc.'s products being deployed during this engagement.
 - b. Any and all City of Chandler's, networking information, access control and authentication methods used within the City of Chandler, which are not a part of the Accela, Inc.'s product implementation or ongoing support by Accela, Inc., contained within mutually exchanged and disclosed documents, developed during the proposed engagements and ongoing contractual support.
2. The Disclosing Party shall destroy and or return;
 - a. Systems or services, configurations files and information thereof solely owned and or licensed to City of Chandler that are clearly not a part of the products, licensing, documentation or ancillary items deployed and implemented at the City of Chandler during this engagement.
 - b. Paid for services, purchased products, their licensing and support contracts bound by contracts between Accela, Inc. and the City of Chandler are excluded from this section and shall not be returned under any agreement except contract severability clauses.
 - c. Any and all City of Chandler network information, access control and authentication methods used within the City of Chandler networks which are not a part of Accela, Inc.'s networked implementations or ongoing licensed support to the City of Chandler contained within mutually exchanged and disclosed documents, developed during the proposed engagements and ongoing contractual support.