

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Communications and Information Technology and Community Development – Execute agreements and authorize the purchase of a Wireless Inspection Management System including consulting services, computer hardware, and computer software, from Accela Inc., Portable Computer Systems, Inc., Microsoft, Quickbuys, and Dell Inc.

Expenditure: \$162,754

RECOMMENDATION

The Information Technology Director and Community Development Director recommend that the City Council execute agreements and approve the purchases needed to install and maintain a Wireless Inspection Management System as follows:

1. Execute a License Agreement with Accela Inc. to license the Accela Wireless Server module in the amount of \$53,570.
2. Execute a Maintenance Agreement with Accela Inc. for annual maintenance on the Accela Wireless Server module in the amount of \$11,451.
3. Execute a Consulting Services Agreement with Accela Inc. for an amount not to exceed \$19,800.
4. Authorize the purchase of 15 mobile laptops and accessories with Portable Computer Systems, Inc., in the amount of \$60,710.
5. Authorize the purchase of Office software, desktop monitors, server, and accessories with Microsoft, Quickbuys, and Dell Inc. in the amount of \$17,223.

Funding

Funding of \$140,798 is available in the Capital Improvement Fund (FEAP 373) for Inspection & Code Enforcement Laptops and \$21,956 from the PC Replacement Fund.

BACKGROUND

In an effort to promote better customer service and improve efficiency, the Community Development Department has used the permit tracking software Accela Tidemark Advantage for over 15 (fifteen) years. A number of improvements and upgrades to automate permit issuance have taken place with online web access and telephone inspection scheduling access. With the improvement of available wireless technologies, automation of field duties and emergency response can be implemented to provide integration with our existing Accela Tidemark Advantage system.

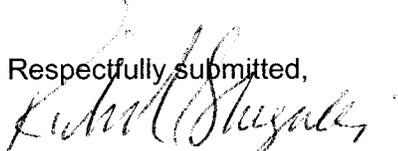
ANALYSIS

Accela Wireless Server is a software application module that extends inspection management capabilities to the field for inspections, code enforcement, service requests, and emergency response. Accela Wireless provides field staff with direct, real-time access to the information they need to perform and manage inspections in the field. Parcel information, property and permit contact information, permit history and messaging are sent back and forth between the field units and the City's network. The mobile laptops will connect to the City's network using Verizon Wireless data connections. If the wireless network connection is not available, Accela wireless software is capable of operating independent of the network servers. Data updates are stored locally on the mobile laptops until network connection is available to synchronize data with the servers at City Hall. The ability to operate through wireless connection and offline without the wireless connection will provide field staff with a reliable system to perform field work. When inspectors are in the office the mobile laptops will also serve as their desktop computer.

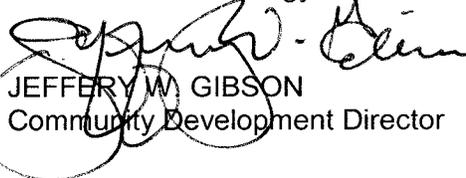
Section 22.3.19 of the City of Torrance Municipal Code states, "Exception; Computer and Networking Hardware and Software Purchases. The provisions of this Article do not apply to contracts for the purchase of computer and networking hardware and software. The purchase of computer and networking hardware and software will be done pursuant to regulations and procedures established by the City Manager." This exception allows the City to develop a relationship with a single vendor and motivate that vendor to provide strong customer service through the incentive of contract renewal. Additionally, computer hardware provided by a single vendor for an extended period gives the City more consistency among the City's hardware inventory. It also allows the City to purchase high quality products at the best price.

Therefore, it is recommended that the City Council execute the agreements and approve the purchases needed to install and maintain a Wireless Inspection Management System.

Respectfully submitted,

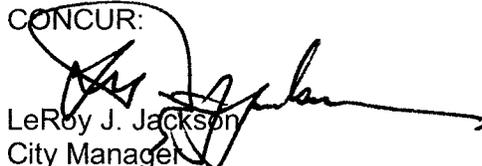


RICHARD SHIGAKI
Information Technology Director



JEFFERY W. GIBSON
Community Development Director

CONCUR:



LeRoy J. Jackson
City Manager

Attachment A: Accela, Inc, Consulting Services Agreement
Attachment B: License Agreement
Attachment C: Maintenance Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of June 15, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Accela, Inc., a California corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide professional services relating to CONSULTANT's Accela Wireless™ software product.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

- 1. **SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

- 2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2008.

- 3. **COMPENSATION**

- A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal attached as Exhibit A, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$19,800.00 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 calendar days after the date of the monthly invoice. Any payment not paid to CONSULTANT when due will incur a late payment fee equal to five percent (5%) of the amount past due and will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. CONSULTANT may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by CITY.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 30 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, the CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**
[INTENTIONALLY DELETED]

7. **CITY REPRESENTATIVE**

Ryan Lee is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Project Manager to be Assigned
N/A

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and

- b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
- 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 - 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
 - C. **[INTENTIONALLY DELETED]**
 - D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Colin Samuels
 Accela, Inc.
 2633 Camino Ramon, Suite 120
 Bishop Ranch 3
 San Ramon, California 94583
 Fax: (925) 659-3291

CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other. CONSULTANT may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

**22. INTEGRATION; AMENDMENT
[INTENTIONALLY DELETED]**

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not

be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY’S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney’s fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT’S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Accela, Inc.
a California Corporation

Frank Scotto, Mayor

By: _____
Colin M. Samuels
Assistant Corporate Secretary

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Proposal

Revised: 5/17/07

EXHIBIT A

PROPOSAL

CONSULTANT Statement of Work (SOW) document follows this cover page.



Accela Services

Proposal for Accela Wireless Implementation

Torrance, CA

February 11, 2010

Greg S. Pina
Sales Director

Accela is a leading developer of enterprise management solutions for state and local governments. We provide agencies with products and services that reduce workload, increase efficiencies, and automate processes, while providing citizens and businesses with easier, more convenient access to government services. Accela has more than two decades of experience developing and installing government applications for permitting, licensing, planning, code enforcement, public works and more. Today, Accela provides software products and services to over 500 government agencies all over the U.S., as well as in Canada and Puerto Rico.

The Accela professional services team provides comprehensive analysis, design, development, and deployment services to successfully implement Accela solutions at your agency.

2010 Accela Inc.

PROPOSED ACCELA WIRELESS IMPLEMENTATION STRATEGY

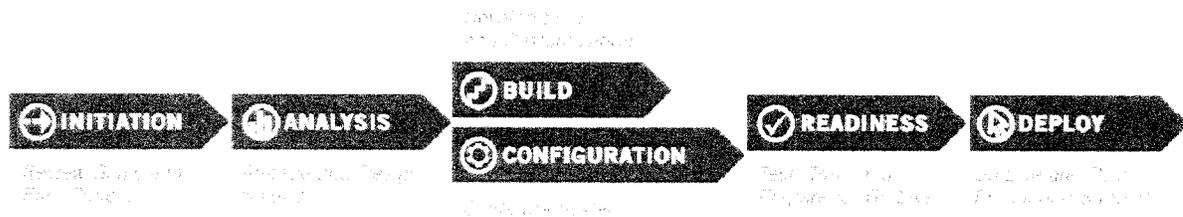
The purpose of Accela Wireless™ is to give **Torrance, CA** field staff direct, real-time access to the information they need to perform and manage inspections in the field. Accela Wireless™ provides a platform for secure, wireless inspection activities, including inspection schedules, inspection data input and signoff, and creation of unscheduled inspections in the field. Field staff can perform inspection activities either in real-time mode while on-line, or in store-and-forward mode while off-line. Accela Wireless™ conforms to customer inspection processes, increases staff productivity, and provides up-to-the minute information regarding inspection activities.

Torrance, CA is implementing Accela Wireless™ in on-line mode as Self-Hosted Wireless environment.

ACCELA WIRELESS IMPLEMENTATION PROCESS

Accela Services has developed its Accela Implementation Methodology (AIM) to define the project lifecycle for Accela-managed wireless implementations and provide a series of standard deliverable templates. AIM has proven to be an invaluable tool in helping Accela successfully manage its projects and deliver targeted results and benefits for its customers.

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



Within these project stages are an extensive series of deliverables that Accela assumes primary responsibility for completing with support from client staff. The most important deliverables include 1) the *System Configuration Document* and *System Install Document* that serves as the comprehensive blueprint for the production-ready configuration and 2) *Configuration Complete* that has Accela Services configured the application per the blueprint.

The following table presents the proposed Accela Wireless implementation solution with key activities and deliverables for Accela and the Torrance, CA for each project stage:

	PROJECT INITIATION	CONFIGURATION ANALYSIS	CONFIGURATION	BUILD	READINESS AND DEPLOY
PRIMARY TASK AREAS	Implementation planning and mobilization	Demo Accela Wireless Define modifications/ extensions to configuration based on requirements	Installation of Accela Wireless Modify/extend configuration using Accela Wireless Admin Tool	Complete configuration and install testing	Perform system testing of production configuration Train end users Cutover to production
PRIMARY RESPONSIBLE PARTY	Accela	Accela	Accela	Accela/Torrance, CA	Accela/Torrance, CA
ACCELA DELIVERABLES TO SUPPORT TASK COMPLETION	Project Charter	System Configuration Document	System Installation Document	None	None

The following sections describe the proposed Accela deliverables and advisory services in more detail.

ACCELA DELIVERABLES

DELIVERABLE 1: PROJECT CHARTER

The *Project Charter* is a document with a purpose of describing the scope, roles, responsibilities, and management processes to successfully implement the Accela Wireless solution for Torrance, CA. Accela and Torrance, CA project teams will work together to develop, finalize and approve the project charter.

The project charter may contain details regarding the following topics:

- Project objectives
- Project scope
- Products
- Departments/Functions
- Accela deliverables
- Planned usage of Accela Services
- Resource plan
- Responsibility matrix
- Implementation schedule (including milestones)

DELIVERABLE 2: SYSTEM CONFIGURATION DOCUMENT

This document details the changes to the base configuration of Accela Wireless to meet Torrance, CA requirements. This deliverable is the end product of Configuration Analysis stage. This deliverable becomes a component of the *System Configuration Document* to be maintained and used by Torrance, CA and Accela staff.

DELIVERABLE 3: SYSTEM INSTALL DOCUMENT

This document details the base install of Accela Wireless on Torrance, CA hardware and network.

DELIVERABLE 4: SYSTEM CONFIG COMPLETE

During the System Configuration step of this project, Accela's technical staff will extend base configuration of Accela Wireless per the System Configuration Document. Specifically, the System Configuration will modify labels, size of labels, visibility of labels, and how the Accela Wireless client communicates to the Accela Wireless Subscription Server.

DELIVERABLE 5: SYSTEM INSTALL COMPLETE

During the System Install step of this project, Accela's technical staff will work with the Torrance, CA IT managers to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela Wireless test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela Wireless self-hosted environment.

Specifically, Accela will perform the following tasks:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the Torrance, CA.
- Demonstrate that the Accela Wireless applications are operational in the Torrance, CA computing environment thus communicating to the Permitting system.

The deliverable from the System Install will be the installation of the Accela Wireless test and production environments. Acceptance will be from successful login to the Accela Wireless Client communicating to the Accela Wireless Subscription server.

DELIVERABLE 6: TRAINING

Accela will provide 2.5 days of on-site and/or remote WebEx training sessions distributed as follows:

Accela Wireless Administrator Training	1/2 day
Accela Wireless Inspector Training	2 day

While Accela will provide standard Daily and Administrator User Guides, it is also recommended that the Agency create Agency-specific User Manuals for employees for user training activities and to empower them to use the system.

DELIVERABLE 7: DOCUMENTS

Accela will provide two sample documents with Accela Wireless. The reports are defined as:

InspectionSample
ViolationNoticeSample

While Accela will provide standard sample documents, it is also recommended that the Agency create Agency-specific documents for use with the system. Accela will NOT modify the sample documents as part of the project. (NOTE- Agency may want to attend standard XML and XML report writing training provided by outside training vendors)

ASSUMPTIONS

The following assumptions apply to this project:

- City users and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- City users, and Accela will be able to commit the time and resources necessary to participate in, and contribute to project activities
- City users, and Accela will use a collaborative approach
- City will provide Accela with reasonable access to its equipment, systems, personnel, and facilities to the extent needed to complete the Services.
- City will provide Accela with network access for remote installation and testing.
- City is responsible for purchasing third party hardware and software required for Accela Wireless, included but not limited to field devices and XML report writing software
- City will be responsible for the development of any reports and the configuration of all Guidesheets and inspections.

PROPOSED SOLUTION TIMELINE

This proposal assumes the Accela deliverables will be completed within 120 days of beginning the Project Initiation stage. During Project Initiation Accela and Torrance, CA staff will work to define an implementation plan and project schedule to support this four-month objective. These documents will be included in the *Project Charter* deliverable.

SERVICE FEES

The following table presents the Accela services fees associated with the deliverables presented in this proposal:

Due upon execution of agreement	\$3,700.03
Payable upon acceptance of Deliverable 1	\$1,585.71
Payable upon acceptance of Deliverable 2	\$1,585.71
Payable upon acceptance of Deliverable 3	\$1,585.71
Payable upon acceptance of Deliverable 4	\$1,585.71
Payable upon acceptance of Deliverable 5	\$1,585.71
Payable upon acceptance of Deliverable 6	\$1,585.71
Payable upon acceptance of Deliverable 7	\$1,585.71
Sub Total:	\$14,800.00
Travel Estimate	\$5000.00
Total:	\$19,800.00

Proposed service fee billings terms are identified in the chart above. Deliverable services must be completed within 120 days of Project Initiation launch.

All out-of-pocket travel & lodging expenses incurred by Accela resources in the performance of these services and deliverables will be reimbursed by the Torrance, CA as incurred. Out-of-pocket travel and living expenses include but are not limited to all travel, airfare, travel hours, transportation, lodging, parking, and meals.

Attachment B

LICENSE AGREEMENT

1. <u>Parties</u>	ACCELA Accela, Inc. 2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Colin Samuels T: 925.659.3297 F: 925.659.3297 e-Mail: csamuels@accela.com	PARTICIPANT City of Torrance 3031 Torrance Boulevard. Torrance, California 90509-2970 Attention: Ryan Lee T: 310.781.7508 F: 310.618.5879 e-Mail: rlee@torrnet.com
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This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

1. Term and Termination

1.1 Term Provided that Customer signs and returns this LA to Accela **no later than June 15, 2007**, this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

1.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

2. Intellectual Property License

2.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

2.1.1 The Software is provided for use only by Customer employees.

2.1.2 The Software may be installed on one or more computers but may not be used by more than the number of named users for which the Customer has user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.

2.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy Accela's documentation only for internal use by Customer's employees.

- 2.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 2.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 2.1.6 Customer is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 2.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.
- 2.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties.
- 2.1.9 All rights not expressly granted to Customer are retained by Accela.

2.2 License Warranties

- 2.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 2.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 2.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

2.3 Compensation

- 2.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.
- 2.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. License fees are 100% payable upon signing of this agreement. The payment terms are net thirty (30) calendar days from the dates of signing. Any payment not paid to Accela within said period will incur a late payment fee equal to five percent (5%) of the amount past due and will

accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

3. Confidentiality

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

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

ACCELA
A Corporation

CUSTOMER
A Municipal Corporation

By: _____
(Signature)

By: _____
(Signature)

Colin M. Samuels
(Print Name)

Frank Scotto
(Print Name)

Its Assistant Corporate Secretary
(Title)

Its Mayor
(Title)

Dated: _____
(Month, Day, Year)

Dated: _____
(Month, Day, Year)

ATTEST:

By: _____
(Signature)

Sue Hebers
(Print Name)

Its City Clerk
(Title)

APPROVED AS TO FORM:

By: _____
(Signature)

John L. Fellows III
(Print Name)

Its City Attorney
(Title)

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Deliverables	Quantity	Fees
Accela Wireless™ Server License	1	\$34,995.00
Accela Wireless Included Named User Licenses ¹	5	\$0.00
Accela Wireless Additional Named User Licenses	10	\$19,990.00
Customer Discount	N/A	(\$5,498.50)
Applicable Sales and Use Taxes	N/A	\$4,082.64
	Total of Fees	\$53,569.14²

1. Accela Wireless Included User Licenses are included with Accela Wireless Server License at no additional charge to Customer.
2. License Fees are fixed-price deliverables for which full payment is due upon signing.

END OF DOCUMENT

Attachment C

MAINTENANCE AGREEMENT

1. <u>Parties</u>	ACCELA Accela, Inc. 2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Colin Samuels T: 925.659.3297 F: 925.659.3297 e-Mail: csamuels@accela.com	PARTICIPANT City of Torrance 3031 Torrance Boulevard. Torrance, California 90509-2970 Attention: Ryan Lee T: 310.781.7508 F: 310.618.5879 e-Mail: rlee@torrnet.com
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This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

1. Term and Termination

1.1 Term Provided that Customer signs and returns this MA to Accela **no later than June 15, 2007**, this MA is effective as of the date of Customer's signature and will continue for a period of one (1) year after the effective date of this agreement. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

1.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to Accela.

2. Scope of Maintenance2.1 Maintenance Services

2.1.1 Telephone Support Accela will provide Customer with a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 6:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.

2.1.2 E-Mail Support Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.

2.1.3 Online Support Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

- 2.1.4 Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.
- 2.1.5 On-Site Support If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 2.1.6 Software Updates Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela.

2.2 Maintenance Limitations

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

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

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

the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

2.4 Compensation

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

2.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts as they become due. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment fee equal to five percent (5%) of the amount past due and will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

3. Confidentiality

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

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

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

- 3.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- 3.4 Publicity During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer, but may not expressly or impliedly indicate Customer's endorsement of Accela's products or services without Customer's prior written authorization.
4. Other Terms and Conditions
- 4.1 Customer Obligations As required, Customer will provide Accela with appropriate access to Customer's facilities, data systems, and other resources. If Security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.
- 4.2 Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and Customer.
- 4.3 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.
- 4.4 Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

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

ACCELA
A Corporation

CUSTOMER
A Municipal Corporation

By: _____
(Signature)

By: _____
(Signature)

Colin M. Samuels
(Print Name)

Frank Scotto
(Print Name)

Its Assistant Corporate Secretary
(Title)

Its Mayor
(Title)

Dated: _____
(Month, Day, Year)

Dated: _____
(Month, Day, Year)

ATTEST:

By: _____
(Signature)

Sue Hebers
(Print Name)

Its City Clerk
(Title)

APPROVED AS TO FORM:

By: _____
(Signature)

John L. Fellows III
(Print Name)

Its City Attorney
(Title)

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Deliverables	Fees
First-Term Annual Maintenance for Accela Wireless™ (1 Server and 15 Named User Licenses)	\$10,997.00
Applicable Sales and Use Taxes	\$453.63
Total of Fees	\$11,450.63

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

END OF DOCUMENT