City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

18-115	Agenda Date: 8/21/2018

REPORT TO COUNCIL

SUBJECT
Action on Agreement with TruePoint Solutions, LLC for a Citywide Permit System Upgrade Software Implementation

BACKGROUND
The City's permit system allows permit activities and their processes to be managed and accessed by City staff and the general public. This system is necessary to facilitate the daily operations of City departments and is a key tool to support public access to City processes as well as to support economic development efforts citywide.

The City has been using the Accela "Tidemark" permit system since the 1990s to track land use entitlement activity such as Building and Planning permits. The last update of this software was implemented in the year 2000.

DISCUSSION
An upgrade of the City's permit system software is necessary to modernize the system for purposes of functionality and to meet the public's expectations. As the software is now many years out-of-date, it lacks modern functionality, does not meet security standards, is incompatible with newer versions of the Windows operating system, and does not facilitate public access. To address these issues, staff has proposed an upgrade to the new Accela product "Accela Civic Platform - Land Management." The upgrade will provide support a more efficient City permit review process, enhanced record keeping, easier access to documents, and online access for community members. The proposed upgrade also includes ongoing cloud-based software, hosting, security, and related services.

Because the upgrade process requires customization of the software to implement the City's business practices, staff will comprehensively review permit procedures across multiple departments and utilize this opportunity to redesign those procedures to improve customer interaction, staff efficiency and overall service delivery.

Staff is proposing that the upgrade be implemented through a software subscription agreement with Accela and a separate implementation services agreement with a third party consultant. Because the upgrade from Accela Tidemark to Accela Civic Platform is complex and requires dedicated management, it is common practice for cities to contract with a third party consultant firm to manage and assist with the software upgrade. The consultant team will include a project manager and additional staff who have experience specifically with configuration of the software, improving and documenting city permit process workflow, design of reports, migration of data from Tidemark, integration of the new permit system with other City systems, staff training on the upgraded system, and implementation of additional features.

In May 2017, the City issued a Request for Qualifications (RFQ) for a consultant to provide implementation services for Accela Civic Platform. The City notified six local qualified technology firms about the RFQ. The RFQ was also posted on the City's website. One firm, TruePoint Solutions, LLC, responded to the RFQ and made presentations to an evaluation panel composed of staff from Community Development, Information Technology, Public Works, Fire, Water and Sewer Utilities, Electric Utility, and Finance Departments. TruePoint Solutions, LLC has a successful track record configuring and installing the system in many municipalities in the Bay Area. Consistent with the feedback from other municipalities, TruePoint demonstrated detailed knowledge of Accela's Tidemark and Civic Platform software, building permit and development-related business processes, and has highly professional implementation staff that makes the right suggestions to help solve problems. The experience that TruePoint Solutions brings will reduce risk by implementing best practices that they have utilized in other municipalities.

The proposed Agreement with TruePoint Solutions, LLC will provide the implementation services to upgrade the existing permit system to a cloud-based software. With heavy reliance on the permit system, it is important to have a comprehensive upgrade of the permit application infrastructure that streamlines permit processes, improves communication and customer service, enhances transparency, increases security, and offers an enterprise platform that supports economic development efforts citywide. A software subscription agreement with Accela, Inc. will be considered by the City Council as a separate agenda item.

While staff's goal is to complete the implementation and migration in 2019, the term of the Agreement will last until 2020 to provide further integration with other systems in the City. TruePoint Solutions, LLC will provide the City with implementation services to upgrade the City's outdated permit system with one that is stable and provides modern functionality and enhanced services. Under the terms of the Agreement, TruePoint Solutions, LLC will provide the required training, implementation support, and data migration to ensure that the implementation is successful.

A copy of the Agreement for the Performance of Services with TruePoint Solutions, LLC can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT
Based upon the proposed Statement of Work between the City and the consultant, the total cost of the Agreement for the Performance of Services will not exceed $885,082 (which includes a 10% contingency of $80,462) over a two-and-a-half-year term. Sufficient funding is available in the Permit Information System Project (CIP 539-6075).

COORDINATION
This report has been coordinated with the Information Technology Department, Finance Department, and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve an Agreement for the Performance of Services with TruePoint Solutions, LLC to provide software implementation services to upgrade the City's permit system in an amount not-to-exceed $885,082 over a two-and-a-half-year term.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for the Performance of Services with TruePoint Solutions, Inc.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRUEPOINT SOLUTIONS, LLC

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between TruePoint Solutions, LLC, a California limited liability company, with its principal place of business located at 3262 Penryn Road, Suite 100-B, Loomis, California 95650 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A.   City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B.   Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C.   The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1.   **EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2.   **SERVICES TO BE PROVIDED.**

Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled

"SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. **COMMENCEMENT AND COMPLETION OF SERVICES.**

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. **QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2020.

6. **MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. **WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. **PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. **BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. **RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. **CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. **USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. **OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. **RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. **CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. **FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. **HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. **INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. **AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

26. **INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. **SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Community Development Department
Building Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-3823

And to Contractor addressed as follows:

Name: Kent Johnson, Chief Executive Officer
Address: 3262 Penryn Road, Suite 100-B
             Loomis, CA 95650
or by facsimile at (916) 256-1975

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A.   Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B.   The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C.   The costs of mediation shall be borne by the Parties equally.

D.   For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33.   COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A.   Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B.   Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34.   AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35.   CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
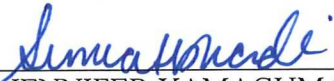a chartered California municipal corporation

APPROVED AS TO FORM:

Diener Farzly
~~BRIAN DOYLE~~
BRIAN DOYLE
City Attorney

ATTEST:

Simra Honarde
JENNIFER YAMAGUMA
Acting City Clerk

Dated: _8/24/2018_

signature
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
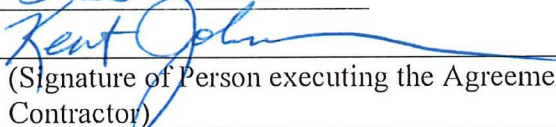Fax: (408) 241-6771

"CITY"

TRUEPOINT SOLUTIONS, LLC
a California corporation

Dated: _5-23-2018_

By: _Kent John_
(Signature of Person executing the Agreement on behalf of
Contractor)

Name: Kent Johnson

Title: Chief Executive Officer

Local Address: 3262 Penryn Road, Suite 100-B

Loomis, CA 95650

Email Address: kjohnson@truepointsolutions.com

Telephone: (916) 259-1293

Fax: (916) 256-1975

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Service\OVER $50K SERVICE AGREEMENT FORM.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
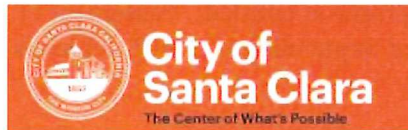## TRUEPOINT SOLUTIONS, LLC

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled; "Statement of Work - Tidemark Upgrade to Accela Civic Platform 9" dated September 11, 2017, which is attached to this Exhibit A.

Statement of Work

City of Santa Clara, CA

Tidemark Upgrade to Accela Civic Platform 9

9-11-17

Version 9

TruePoint Solutions
3262 Penryn Road
Suite 100-B
Loomis, CA 95650
Tel: 916-259-1293

INTRODUCTION

OVERVIEW

The following Statement of Work will detail how TruePoint Solutions will implement the software and services you have purchased.

This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by TruePoint Solutions ("TruePoint") to Agency ("City of Santa Clara").

CRITICAL SUCCESS FACTORS

To successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and TruePoint, identifying and monitoring project risks, and promoting strong project communication.

- **Dedicated Agency Participation** – Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the agreed upon Project Plan. TruePoint will communicate insufficient participation of Agency resources through Project Status Reports with real and potential impacts to the project timeline. TruePoint will work with the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical implementation phase. Please see Appendix A for a full description of participant resources.

- **Accela Implementation Methodology** – It is imperative to project success that the Agency is willing to adhere/adopt to the Accela Implementation Methodology. Please see Appendix B for a full description of the Accela Methodology.

- **Knowledge Transfer** – It is critical that Agency personnel participate in the analysis, configuration, and deployment of Accela Civic Platform for TruePoint to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by TruePoint, the Agency assumes all day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. The Support and Maintenance Agreement does not cover any Agency manipulation of implemented scripts, reports, interfaces, and adaptors. Key knowledge transfer areas could include:
  - Configuration
  - Business Rules Scripting
  - Interfaces
  - Reports and Forms
  - Release Management

HIGH LEVEL SCOPE OF SERVICES

The purpose of this section is to detail the departments, products and high-level activities and milestones that comprise the Civic Platform implementation for the Agency. The specific scoping points can be found in Appendix E.

Departments

The following Agency departments comprise the organization scope of the implementation described herein:
The Analysis will include modules for Building, Planning, Code Enforcement, Public Works and Fire.
The system will likely be used by Building, Planning, Code Enforcement, Housing, Public Works, Fire, Parks and Recreation, Electric Utility, Water and Sewer Utilities, Finance, and Police staff for various activities.

Products

The following list items represent the Accela products purchased by the Agency that are in scope for this Project:
- Accela Land Management
- Accela Citizen Access
- Accela GIS
- Accela Mobile

High Level Milestones and Sample Deliverables

The scope of services is delivered in six stages and will result in an initial deployment of the Accela platform. A high-level description of the phases is listed below. Specific descriptions of all deliverables, responsibilities and acceptance criteria are found in Appendix D. All deliverable templates used are TruePoint created and follow the Accela methodology. See Assumptions for more information about deliverable templates.

STAGE DESCRIPTION	MILESTONE OVERVIEW	SAMPLE DELIVERABLES
Stage 1: Initiation	Set up the project framework for a successful delivery. Setup of Accela environment.	Project Charter Project Plan Project Kickoff Installation of Civic Platform
Stage 2: Analysis	Provide best practice consulting to define to-be configuration for Agency	Configuration documentation
Stage 3: Solution Foundation and Configuration	Create the appropriate solution architecture blueprint for a successful deployment	Configuration
Stage 4: Build/Conversion	Build out Accela platform. Create and deliver conversion schemas, interface schemas and other technology solutions needed for implementation	Historical Data Analysis & Mapping Development of Scripts & Interface specifications Reporting specifications and Reports
Stage 5: Readiness	Validate Accela solution for Agency deployment via testing	User Acceptance Testing Training Accela Standard Admin and User Training Manuals
Stage 6: Deploy	Move to Production ("Go Live") and Support	Move to Production Post Deployment Support

PROJECT TIMELINE

The estimated term of this project is 13 to 14 months for the initial deployment with the estimated start date in August 2018 and an estimated completion date in November 2019.

A Phase 1 project will also be performed in parallel to get Public Works (Storm) operational in 3 to 4 months.

Upon initiation of these Services, the TruePoint Project Manager will work with the Agency to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the TruePoint Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

Any resulting delays in the mutually agreed upon project plan that drive the estimated completion date beyond that which was agreed upon that result from Agency challenges (changes in project sponsor, staffing level/availability, missed deadlines) will require a Change Order to reimburse TruePoint for the additional costs associated with the delay, including, but not limited to, additional hours for project management, deliverable development, and review. Please see Change Order details in the Assumptions section. TruePoint's Change Order template is found in Appendix D.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

Scope and Timeline
- Scope is based on discovery session and feedback with Agency prior to the SOW development.
- Agency and TruePoint will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- "Go live" (system is in production) timeline assumes timely completion of Agency deliverables (including finalization of requirements / use cases), availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by Agency and TruePoint project managers prior to final Configuration.
- TruePoint will provide the Agency with a Bi-Weekly Status Report that outlines the tasks completed during the prior weeks, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, TruePoint and Agency will escalate per the Communication Plan in the Project Charter.

Training
- Project assumes that a Train the Trainer approach will be taken during this implementation. The Trainer will train the Agency super users in the day to day operation features of Accela. The training will also focus on successful training techniques and styles for training system end users.

Testing
- TruePoint is responsible for testing the initial configuration of system along with functional use cases sample input/output for each (as demonstrated on onsite visit).

- TruePoint to validate system and interfaces before turning module over to the Agency for testing.
- Agency is responsible for writing any user acceptance test scripts based upon the configuration document provided by TruePoint.
- Agency is responsible for User Acceptance and System Integration Testing

Go Live and Go Live Support
- "Go Live" definition is that the Accela software is up and running in production.
- If an Agency moves to production, i.e. "Goes Live" it is deemed to have accepted the product and shall comply with any payment obligation for "Go-Live" and/or "Acceptance when all P1 & P2 issues have been resolved. Severity of issues will be mutually agreed between City and TruePoint.
  TruePoint resources will support Agency after "Go Live" until such time that Agency is transferred to support (no earlier than 30 business days' post go live).

Project Completion
- The project is complete once the project scope is delivered, all P1 and P2 issues have been resolved and the transition to Accela's support (CRC) has been completed and project support hours have been delivered. There will be a prioritizing of all remaining issues and a roadmap developed for resolution.

Acceptance
- At minimum, it is requested that Agency sign acceptance for a minimum of the major phases of the project typically: Initiation, Analysis, Foundation, Build, Readiness, and Deployment (as specified in Appendix E). Each phase should be signed off prior to commencing work on the next phase. TruePoint respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

PROJECT RESOURCING ASSUMPTIONS

Agency Resourcing
- Agency will provide a Project Manager throughout the course of the implementation.
- Agency Project Manager will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities. Estimated time commitments for resources are outlined in Appendix A.
- Agency has 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.
- Agency agrees during the Initiation Phase of the project to assign a designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to TruePoint a minimum of one month before a deliverable is due.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Agency will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Agency will commit all necessary SME's and IT personnel during the requirements and design phase for the appropriate sessions as outlined by the TruePoint Project Manager during Kick-Off preparation.

TruePoint Resourcing
- TruePoint has assumed that project team will need to be on-site as appropriate with-in the expense budget. Any additional on-site consulting will be at the mutual agreement of Agency and TruePoint Project Manager. All travel expenses incurred for on-site work are per the terms of expense reimbursement outlined above.

- In the pricing, TruePoint has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Significant additional support requested by Agency over this level of resourcing would necessitate a change order that could impact the cost of the project.
- TruePoint will provide a project manager for services throughout the implementation 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 Civic Platform software at the Agency, TruePoint will provide Project Management services throughout the project.
- Changes in project scope or expectations that require additional worked hours over the hours or scope stated in the SOW may require a Change Order.

Project Oversight Assistance
- TruePoint will contract a consultant to provide project oversight support for the City. This resource will assist the City with internal change management, Accela best practice consulting and additional monitoring of project schedule and City resource planning.

Third Party Resourcing
- TruePoint is not responsible for impacts to project timeline created by dependency on Agency third party vendors. Timeline changes may result in a Change Order for extension of TruePoint project resources caused by Agency third party consultant actions resulting in additional time or scope.

PAYMENT ASSUMPTIONS

Invoices are due net 30 of the invoice date.

ACCELA SOLUTION ASSUMPTIONS

General
- TruePoint will implement the most current version of Accela Civic Platform that is available at time of initial installation. This will likely be Civic Platform 9.0.X
- Agency will provide/purchase/acquire the appropriate hardware, software, and infrastructure assets to support all required Accela software products in both support/testing and production environments as defined in the project schedule.
- For use with Accela Citizen Access, Agency will provide/purchase/acquire an Accela supported online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- Agency will ensure that TruePoint resources have access to a test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

Data Conversion
The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order.

General Information and Requirements for Historical Conversions

- The standard data conversion includes the conversion of transactional data to the Accela Civic Platform database when a configured destination exists. In the event, there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- TruePoint will perform unit testing of the conversion program including spot checks of the data within Accela Civic Platform to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before TruePoint will begin the data conversion mapping effort.

Data Conversion Assumptions

- **"As-Is" Approach:** Conversion of transactional tables is executed "As-is" into Accela Civic Platform. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Civic Platform. The conversion process will not create configuration data or alter the mapped data when processed into Accela Civic Platform. Additionally, this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Civic Platform "As-Is". All data cleanup should occur prior to execution into Accela Civic Platform as agreed upon by TruePoint and Agency. Any data cleanup is the responsibility of the Agency.
- **Accela Data Conversion Tools**: Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Civic Platform solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats for Historical Conversion**: It is expected that the Conversion Source Data be provided in an Oracle 9.x or higher or Microsoft SQL Server 2000/2005/2008 database format. If the source is not in an acceptable format, TruePoint will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats for Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 9.x or higher, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. If the source is not in an acceptable format, TruePoint will provide recommendations for transposing the data in the proper format.
- **Documents**: There is no document conversion associated with this project.

ADMINISTRATION

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Please indicate below the primary Agency location which will benefit from the services covered under this SOW.
Work Location: **City Hall, 1500 Warburton Avenue in Santa Clara**

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to TruePoint specifying the proposed changes in detail. TruePoint shall submit to Agency an estimate of the charges

and the anticipated changes in the delivery schedule if any that will result from the proposed change in the Professional Services ("Change Order"). TruePoint shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If TruePoint's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by TruePoint and Agency prior to commencing any activities defined in the change order. The blended rate for TruePoint resources is $157.93 per hour. The Change Order Template is attached hereto as Appendix D.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Agency Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, then the current scope and terms can be renegotiated.

APPENDIX A: PROJECT RESOURCES

AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the TruePoint Project Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. The same person can fill multiple Agency roles. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

Agency Resources	Description	Hours per week Implementation Estimate	Hours per week Support Estimate
Project Sponsor	Responsibilities include: • Ultimate responsibility for the success of the project, • Creating an environment that promotes project buy-in, • Driving the project through all levels of the agency, • High-level oversight throughout the duration of the project, • Serving as the primary escalation point to address project issues in a timely manner.	1 Hour* (*Might be higher during initiation)	1 Hours
Project Manager	Responsibilities include: • Overall administration, coordination, communication, and decision-making associated with the implementation; • Planning, scheduling, coordinating and tracking the implementation with TruePoint and across departments within the agency; • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.	8 Hours	4 Hours
Division/Departmental Business	A user representative for each affected	1 (minimum)	2 Hours

Leads	department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: • Attending requirements workshop sessions; • Willing and able to gather data and make decisions about business processes; • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration; • Participating in the implementation of the Accela Automation solution.	superuser/liaison FTE per department. 50-50% dedication of a1-2 resources per department for 4-6 weeks. End-user training period is 1-2 FTEs for 4 weeks at about 50% dedication and User Acceptance Testing and Go-Live activities will require 1-2 FTEs at 80% dedication.	
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: • Being trained on the Accela Automation system at a System Administration level; • Being fully engaged in the Business Analysis and system configuration activities; • Assist internal efforts towards the creation of reports, interfaces & conversions; • Assist in the review and testing of the system configuration; • Actively participate in the full implementation of the Accela Automation solution.	2 Individuals, 20 Hours	20 Hours
Technical Lead	Responsibilities include (Accela Hosted) • Primary responsibility for the technical environment during the software implementation; • Ensure that desktops, printers, are available for system implementation and meet minimum standards; • Work with TruePoint technical personnel during implementation; • Act as the primary technical	5 Hours	1 Hours

		resource for troubleshooting problems; • Establish internal DB environment for report creation.		
Report Developer		Responsibilities include: • Understanding reporting needs of Agency • Ability to write or amend reports as the Agency's report needs grow	40 Hours during reporting phase of project	20-40 Hours

TRUEPOINT RESOURCES

TruePoint will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Civic Platform application, and are well qualified to lead this effort. The TruePoint Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort. The main roles are as follows:

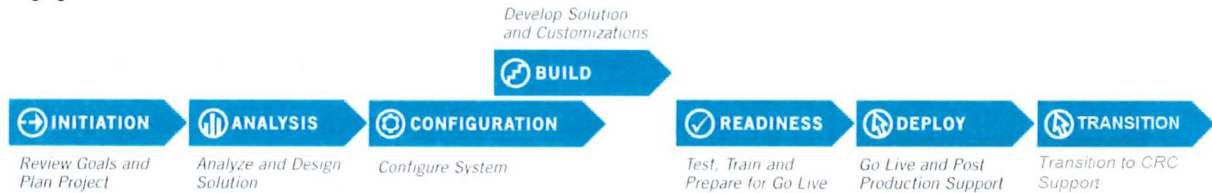| TruePoint Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency, and quality in delivery of TruePoint implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	The TruePoint Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including: • Project plan management, • Change order management, • Issue and Risk log management and escalation, • Status reporting, • Resources management, • Meetings management, • Project review with Project Executive, • Deployment Plan. In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.
Senior Implementation Consultant(s)	The Senior Implementation Consultant(s) assigned to the project will have major experience in the business process as well as the product functionality and is

	responsible for: • Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design, • Leading system configuration activities, • Providing training/mentoring to agency staff, • Recommend industry best practices to agency to enhance business processes, • Guide agency on how best to configure the system based on past experiences and software expertise.
Implementation Consultant	Implementation Consultant resources support the project and typically focus on the flowing tasks. • The configuration of the system to match the System Configuration document. • Build activities within the project, such as conversion data mapping, creation of reports and interface specification.
Technical Consultant	TruePoint Technical Consultants are involved in all areas that require knowledge on server-side considerations and Accela add-on products such as: • Functional Requirements Document (FRD) – working with Agency BA, PM, or other resources as needed. • Configuration Guide and Interface Specification Document • Application installation and setup (Accela Civic Platform, Accela GIS, Accela Wireless, and Accela Citizen Access), • Report definition and creation, • Event Manager Script definition and programming, • Database Conversions and data mapping assistance, • Interface specifications and development.
Training Consultant	Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.

APPENDIX B - ACCELA IMPLEMENTATION METHODOLOGY

TruePoint will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that customers receive high-quality services throughout the project engagement.

As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks, and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that TruePoint and the Agency understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

Initiation represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed.

ANALYSIS

Analysis is the second stage in the lifecycle. During the Analysis stage, TruePoint reviews existing agency documentation, interviews agency staff, and conducts workshops to understand the "To-Be" vision of the Agency that can be executed with the aid of Accela Civic Platform. It is during this Phase that TruePoint gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Civic Platform capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Civic Platform to support germane elements of the Agency "To-Be" vision. Supplementing the To-Be Analysis Document(s) are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Civic Platform will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, etc) types that were agreed to during the Analysis phase.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be implemented. This includes conversions, business rule scripts, interfaces, and reports.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Civic Platform is fully tested, errors are identified, documented, and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked, and completed, and post-production analysis and review is completed. Upon moving to production, the Accela Civic Platform applications are transitioned to the Accela Customer Resource Center ('CRC") for ongoing support. A formal introduction will occur between the Services team and the CRC that instructs the agency on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base

APPENDIX C

DETAILED SCOPE

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, TruePoint will provide the following detailed implementation services. For each deliverable/task, a description is provided as well as criteria for acceptance.

STAGE 1 - INITIATION

DELIVERABLE 1: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and TruePoint expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between the Agency and TruePoint after the signing of the Statement of Work

In conjunction with the Agency representatives, TruePoint will perform the following tasks:
- Finalize staffing for the project teams.
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide TruePoint standard Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and TruePoint.
- Finalize an integrated baseline project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan.
- Conduct Core Team training to prepare the Subject Matter Experts for the To-Be Analysis stage.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable:
- ➤ Baseline Project Plan
- ➤ Project Status Report Template
- ➤ Project Kickoff Presentation
- ➤ Core Team Training (1 day)

TruePoint Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by TruePoint to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to TruePoint's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.
- Provide suitable Agency facilities to accommodate training.

Acceptance Criteria:
- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Completion of the Project Kickoff Meeting
- Completion of Core Team Training

DELIVERABLE 2: ACCELA CIVIC PLATFORM ENVIRONMENT SETUP

TruePoint will work with Accela to setup the Accela Automation software in the Accela Cloud environment, such that Agency can log into the system and verify that the software is available. TruePoint will populate the new environment with best practice templates from other implementations.

STAGE 2 – TO-BE / BUSINESS ANALYSIS

To-Be Analysis is comprised of the activities required to define the Accela Civic Platform Solution Foundation for the Agency. The key output of the process is the Configuration Document(s), which serves as a 'blueprint' for design and baseline configuration efforts throughout the implementation project and establishes the benchmarks for testing and acceptance for UAT.

The Configuration Document(s) include detailed information on the Agency's business processes to be configured in the Accela Civic Platform Solution Foundation, including the following topics:
- Overall Process Overview
- Intake Process, user defined and required fields
- Required/Optional Review Tasks
- Issuance requirements
- Inspection Types, scheduling and checklists
- Workflow and processing requirements
- Fee's – types, processing and schedules
- Citizen Portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments

The Analysis will include modules for Building, Planning, Code Enforcement, Public Works and Fire. They system will likely be used by Building, Planning, Code Enforcement, Housing, Public Works, Fire, Parks and Recreation, Electric Utility, Water and Sewer Utilities, Finance, and Police for various activities.

The Project Team, consisting of representatives from both TruePoint and the Agency, will conduct a formal review of the To-Be Analysis Documents for approval and sign-off on the deliverable. TruePoint will build 1 prototype for each module. Prototyping is intended to demonstrate selected aspects of Accela Civic Platform functionality to assist in understanding how it will operate for the Agency. Prototyping is not meant to be a complete end-to-end solution.

DELIVERABLE 3A AND B: TO-BE ANALYSIS AND CONFIGURATION DOCUMENT

To develop the content for the To-Be Analysis Document(s), TruePoint will work closely with designated Agency personnel and will conduct analysis sessions to capture the "to-be" required business processes.
In conjunction with the Agency representatives, TruePoint will perform the following tasks:
- Review and understand existing business processes intended for migration into Accela Civic Platform.
- Review the developed business process as a basis for configuration in Accela Civic Platform's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Civic Platform.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each process.
- Review the collected document all required inspections and inspection result options for each type.

TruePoint's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and per the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:
- ➢ To-Be Analysis data gathering activities including workshops, interviews, and web conferencing sessions.

Records types and modules will be analyzed and created for the following departments:
> Building
> Planning
> Code Enforcement
> Public Works
> Fire

The following additional departments will have workflow tasks or inspections in the system they are responsible in the system:
> Parks and Recreation
> Housing
> Electric Utility
> Water and Sewer Utilities
> Finance
> Police

TruePoint Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct to-be analysis sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.

Agency Responsibilities:
- Provide timely and appropriate responses to TruePoint's requests for information.

- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:
- Completion of Analysis Sessions.
- Base Configuration Document

STAGE 3 – SOLUTION FOUNDATION

TruePoint will provide professional services to develop the Accela Civic Platform Solution Foundation in accordance with requirements established and agreed upon during the execution of the tasks that comprise Stage 2 – To-Be Analysis. TruePoint will produce a detailed Configuration Document(s) that represents the entire foundation of the system, for each module. This document will be delivered for review with the completed solution.

DELIVERABLE 4: ACCELA CIVIC PLATFORM SOLUTION FOUNDATION

TruePoint will provide professional services to develop the Solution Foundation of the Accela Civic Platform product in accordance with requirements established and documented in the To-Be Analysis Document(s).

The solution foundation will include core Accela Civic Platform features for:
- Modules
- Admin User and User Groups
- Departments
- Consoles (Administrator, Daily User, Inspection, and Cashiering)
- Portlets (Customized portlets for all Automation Screens)
- My Navigation Setup
- Menu Navigation Setup
- Quick Links
- Quick Queries for the Record, Inspection, and My Task Portlets

In terms of specific output, the following will be executed for this deliverable:
- ➢ Completed Foundation of Accela Civic Platform Solution that supports the To-Be Business Processes documentation

TruePoint Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Configure the foundational components as defined in the To-Be Analysis Document(s).

Agency Responsibilities
- Provide timely and appropriate responses to TruePoint's request for information.
- Make available the appropriate Agency key users and content experts to participate in solution configuration of the system in an effort to learn about the system and facilitate in knowledge transfer.
- Work with TruePoint to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s).
- The Agency will test the system for purposes of validating the configuration.

Acceptance Criteria:
- Review and approve that the Accela Civic Platform Solution Foundation is in place
- Agency will have 15 business days to conduct initial review of the Solution Foundation. Upon delivery of initial feedback, TruePoint will complete the necessary changes and updates. The second and final review will have 5 business days for acceptance.

DELIVERABLE 5A AND B: ACCELA CIVIC PLATFORM CONFIGURATION COMPLETE

TruePoint will provide professional services to configure Accela Civic Platform in accordance with requirements established and agreed upon during the execution of the tasks that comprise Stage 2 – To-Be Analysis.

The configuration will include Accela Civic Platform features for:
- Users and User Groups
- Record Types
- Intake Forms
- Workflows
- Fees
- Inspections
- Conditions
- Custom Fields and Lists
- Expressions

TruePoint Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Configure the foundational components as defined in the To-Be Analysis Document(s).

Agency Responsibilities
- Provide timely and appropriate responses to TruePoint's request for information.
- Make available the appropriate Agency key users and content experts to participate in solution configuration of the system in an effort to learn about the system and facilitate in knowledge transfer.
- Work with TruePoint to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s).
- The Agency will test the system for purposes of validating the configuration.

Acceptance Criteria:
- Review and approve that the Accela Civic Platform Solution Foundation meets the requirements documented in the approved To-Be Analysis Document(s) and the system is ready to move to Stage 4 - Build.

DELIVERABLE 6: ACCELA CIVIC PLATFORM EDR INTEGRATON COMPLETE

TruePoint will provide a separate SOW for EDR integration once the EDR markup tool vendor is selected. After selecting a vendor, the final pricing for the EDR integration will be determined. The current budget provides $28,427 for implementing the EDR phase of the project.

DELIVERABLE 7: BUSINESS PROCESS VALIDATION AND AUTOMATION (BUSINESS RULE SCRIPTING)

During the configuration analysis phase of the implementation project, TruePoint will identify opportunities to supplement the Accela Civic Platform base functionality via Business Rule Script Engine scripts and Expression Builder to validate and automate business processes. TruePoint will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs to determine that will be developed by TruePoint within the scope of this implementation. The Business Process Validation and Automation developed by TruePoint can be used as models whereby agency staff can develop and modify additional functionality as needed.

Business Process Validation and Automation is broken out into two functional areas of the Accela solution, as defined below:

- **Business Rule Scripting Engine** – used to script based on system activities, such as a before or after event, that allow the system to automate activities (**example:** do not allow an inspection to be scheduled prior to a specific workflow task, or, auto-calculate and invoice a fee upon application submittal)
- **Expression Builder** – used to script form based interactions that occur prior to triggering and event or master script activity (**example:** auto-population form based data fields based on user-selected values)

Prior to the development, the Agency will approve a design specification document that will be created jointly by the Agency and TruePoint. The approved document will be used as a basis for determining completion and approval of the deliverable.

TruePoint has a budget of 150 hours of script development for this project. The development of business rules can continue thru the Build stage of the project.

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

- ➤ Prioritized list of requirements that require Automation
- ➤ Specification documents for each required Automation
- ➤ Demonstration of completed Automations in development or test environments per the specifications document(s)

TruePoint Responsibilities:

- Work with Agency staff to identify potential uses of scripting
- Assist with development of list of desired functionality
- Aid the Agency in prioritizing which scripts will be developed by TruePoint
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success
- Identify resources that will learn scripting tools and approaches for ongoing maintenance
- Prioritize desired functionality to determine which scripts TruePoint will develop
- Provide timely and appropriate responses to TruePoint's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

Acceptance Criteria:

- Review and acceptance of design document with written sign-off from the Agency
- Demonstration of all developed script within the system to the Agency

STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Business Rule Scripts and Expressions) configuration of add-on products and custom report development. It comprises all the additional activities outside of solution foundation that are required to complete the total solution for the Agency. Like the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

DATA CONVERSION

Data conversion of historic/legacy data from Tidemark Legacy Data is a critical activity for the success of this project. The TruePoint team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data.

For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be conducted by TruePoint personnel with assistance from the Agency. Once the data mapping has been defined, TruePoint will ask that a representative of the Agency sign off on the data maps. TruePoint will be responsible for the data conversion programs to load data from the staging tables to the Accela Civic Platform database. PLEASE REFER TO DATA CONVERSION ASSUMPTIONS FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA 'S CONVERSION APPROACH.

TruePoint will conduct Analysis/Mapping and Data Conversion Development for the Tidemark Legacy Data.

DELIVERABLE 8A: HISTORICAL DATA CONVERSION ANALYSIS

TruePoint's anticipation is to convert all Tidemark historical permit data: Permit History, Status, Address, Parcel, Owner, Custom Fields, Fees, Inspections, as well as all other appropriate data elements into the new Accela configuration. There will also be a conversion of Hdl Fire Occupancy data.

TruePoint will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Civic Platform.

In terms of specific output, the following will be executed for this deliverable:
  ➢ Historical Data Conversion Mapping Document

TruePoint Responsibilities:
  • Work with the Agency to define and document historical data elements that are required for the conversion.
  • Facilitate the data analysis and mapping process
  • Complete the Data Conversion Specifications Document.

Agency Responsibilities:
  • Provide historical data in acceptable formats.
  • Provide subject matter experts on the data source to aid TruePoint in identifying key components of the historical data
  • Provide subject matter experts on the historical configuration to aid in the data mapping process
  • Review and sign-off on completed Data Conversion Specifications document.

Acceptance Criteria:
  • The Historical Data Conversion Specifications document identifies historical data elements that will be converted into Accela Civic Platform as well as document special consideration (ex. merging data sources, phasing, etc.)

Acceptance Review Period:
  • Fifteen (15) day or less initial review, subsequent reviews are Ten (10) days or less.

DELIVERABLE 8B AND C: HISTORICAL DATA CONVERSION DEVELOPMENT

Upon Agency approval of the Historical Data Conversion Specifications document, TruePoint will provide a program(s) to migrate appropriate historical data into Accela Civic Platform. TruePoint will then submit converted data to Accela to be loaded into the SUPP environment for validation.

In terms of specific output, the following will be executed for this deliverable:
  ➢ Completion of migrated data into Accela Civic Platform development or SUPP environment.

TruePoint Responsibilities:
  - Provide a program to migrate historical data into the Agency's AA SUPP environment.
  - Each data conversion will include up to three (3) conversion loads for client testing
  - Validate the successful completion of the migration of historical data into the Agency's test environment.
  -

Agency Responsibilities:
  - Providing the legacy Tidemark data source
  - Assist in the execution of the data conversion program and provide access to environments as needed
  - Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform

Acceptance Criteria:
  - Historical data has been converted to Accela Civic Platform testing environment according to the Data Conversion Mapping document.
  - The data conversion has gone through testing

Acceptance Review Period:
  - Fifteen (15) day or less initial review, subsequent reviews are Ten (10) days or less. System Interfaces
For each interface, the TruePoint technical lead will work together with Agency's technical lead and business leads to document functional and technical requirements of the interface in an Interface Specifications Document. Interface development begins upon written approval of the specifications. It is expected all interfaces will use Accela's Construct API, web services or batch engine. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

TruePoint will conduct Analysis/Mapping and Data Conversion Development for each Legacy system that will be have data converted to Accela within the scope of this implementation.

Deliverable	System Name	Description
9a	APO or XAPO	Assumed XAPO integration to AGIS
9b	Hdl	Basic Integration to update License Professional Expiration Date
9c	Cashiering	When cash payments are made the Payment will need to be posted to Accela
9d	Export to PeopleSoft	Nightly Export
9e	Laserfiche	Accela standard Laserfiche integration
9f	Active Directory	Active Directory Integration for Hosted Site
9g	First Data	First Data payment adaptor for ACA. (Bank of America / Cybersource).

DELIVERABLE 9A THRU G: INTERFACE ANALYSIS AND DEVELOPMENT

To determine the Agency requirements for each interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by TruePoint in building the interface code. The implementation of each interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. TruePoint will provide a program to integrate 3rd Party data to/from Accela Civic Platform.

In terms of specific output, the following will be executed for each interface:
- ➢ Interface Specifications Document
- ➢ Operational Interface in the Development or Test environment

TruePoint Responsibilities:
- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:
- Provide timely and appropriate responses to TruePoint's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:
- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

Acceptance Review Period:
- Ten (10) business days total

Reports

Reports are defined as anything that can be generated from the system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during configuration analysis. The Configuration Document will define the reports and documents that are required by the Agency to effectively use Accela Civic Platform. These reports will be broken down by level of effort and identified in the configuration document. It is expected that, after the appropriate training on the database and the selected report writing tool is completed, Agency personnel will be able to handle additional and future report requirements.

These reports can be developed using the integral Ad-Hoc Report Writer included with Accela Civic Platform, Microsoft Report Service (SSRS) or Crystal Reports XI Server at the Agency's discretion. These custom reports, whether developed with Ad-Hoc Report Writer, SSRS or Crystal Reports, will be deployed in the Report Manager for use within Accela Civic Platform. The Agency will need to create a local Accela DB environment for use in creating and testing reports in-house. Request for a local copy of the Agency data can be requested thru CRC.

TruePoint has a budget of 300 hours for report specifications and development. This estimate is based on 40 reports

DELIVERABLE 10A: REPORT SPECIFICATIONS

TruePoint will develop documents/letters/reports from those identified by the Agency as required for the new system.

Prior to the development of a report the Agency will approve report design specification documents that will be created jointly by the Agency and TruePoint. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete.

A proven strategy that combines the use of the Accela Civic Platform Quick Queries, Accela Ad-Hoc reports and custom reports developed by TruePoint, or Agency, can ensure that all required reporting requirements are met.

In terms of specific output, the following will be executed for this deliverable:
  ➢ List of identified reports with assigned responsibility for specification and development
  ➢ Completed Report Specification Documents for each report assigned to TruePoint

TruePoint Responsibilities:
  • Assist in determining level of effort for reports to assist with prioritization
  • Develop report specifications

Agency Responsibilities:
  • Provide timely and appropriate responses to TruePoint's request for information
  • Make available the appropriate key users and content experts to participate in the report specification
  • Provide information and data in the formats specified by TruePoint that will be needed for agreement on the Deliverable

Acceptance Criteria:
  • Agreement on prioritized list of reports that will be developed by TruePoint
  • Review and approval of individual Report Specifications documents. The Agency will not unreasonably withhold acceptance if the Agency requests changes to the reports specifications after the initial signoff of the specification by the Agency.

It is anticipated that the Agency will take two business days to review each Report Specification Document. (Report specifications will be delivered to the Agency one by one as they are created.

DELIVERABLE 10B: REPORT DEVELOPMENT

TruePoint will develop custom documents/letters/reports per the specifications developed and approved in Deliverable 8B Report Specifications. Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval requires an analysis by TruePoint to determine the level of effort required, and if a change order would be required to complete the work.

TruePoint Responsibilities:
  • Provide timely and appropriate responses to Agency's request for information

- Develop reports per specifications in Crystal Report XI server format or later.
- Assist in the validation of the reports in test environment

Agency Responsibilities:
- Provide timely and appropriate responses to TruePoint's request for information
- Make available the appropriate key users and content experts to participate in the report development and validation activities
- Request change order if changes to specifications are required

Acceptance Criteria:
- Confirmation of report accuracy in the development or test environment per Report Specifications.
- It is anticipated that the Agency will take 2 business days to review each Report. Reports will be delivered to the Agency one by one as they are created.

DELIVERABLE 11: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) per the Requirements gathered in the To-Be Analysis Phase. TruePoint will work with the Agency representatives validate and implement Accela Citizen Access to extend certain aspects of the internal Accela Civic Platform configuration for use by the general public. Specifically, the following items will be configured:
- Integration into existing Agency website (e.g. Agency website) via hyperlink
- Text Settings, including disclaimers, help text and watermarks
- Form Layout
- User registration settings
- User rights and permissions

In terms of specific output, the following will be executed for this deliverable:
- Accela Citizen Access Specifications Document (MS Word)
- Configure ACA
- Accela Citizen Access Admin Training

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

Agency Responsibilities:
- Obtain a merchant account (First Data), and deploy an internet-enabled payment engine
- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration phase of the project
- Perform testing of all Online Record types for purposes of validating the configuration

Acceptance Criteria:
- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Civic Platform back office configuration

- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s)

Acceptance Review Period:
- Ten (10) business days

DELIVERABLE 12: ACCELA GIS CONFIGURATION

TruePoint will configure Accela GIS to link and leverage existing Agency GIS information (ESRI Map service), including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:
- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms
- Map XAPO data attributes

During AGIS configuration, TruePoint's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS SUPP and PROD environments.

In terms of specific output, the following will be executed for this deliverable:
- ➢ Accela GIS installed on Agency server(s)
- ➢ [1] Dynamic Themes
- ➢ XAPO Attribute Mapping
- ➢ 4 hours of AGIS Admin Training

TruePoint Responsibilities:
- Configure Accela GIS software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by TruePoint and the Agency
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Civic Platform system
- Assist the Agency in identifying and developing Dynamic Themes

Agency Responsibilities:
- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela
- Provide TruePoint with network access for remote installation and testing
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria:
- Demonstration of operating Accela GIS in SUPP

DELIVERABLE 13: ACCELA MOBILE DEPLOYMENT

TruePoint will setup the Accela Mobile Gateway. As part of this deliverable TruePoint will perform the configuration tasks required to ensure the Accela Mobile Apps interfaces with Accela Civic Platform in both a test and production environment. Using Accela Mobile Apps, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode
- Create or Review Record information in the field
- Print Reports in the field

In terms of specific output, the following will be executed for this deliverable:
- ➢ Demonstration of operation system per Accela Mobile APPS
- ➢ Accela Mobile Apps Admin Training (2 hours)

TruePoint Responsibilities:
- Create configuration specifications for Accela Mobile Office based on analysis with the Agency
- Configure Accela Mobile Apps

Acceptance Criteria:
- Accela Mobile Apps in the development or test environment is configured and tested
- Mobile office app performs syncing operations without data loss under normal operating conditions: iPad app will sync data to Accela server over cell network when available and configured correctly.

Acceptance Review Period:
- Ten (10) business days total

STAGE 5 – READINESS

DELIVERABLE 14: TRAINING

TruePoint will provide on-site training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Civic Platform configuration. Our aim is to educate Agency resources on all aspects of Accela Civic Platform in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:
- Accela Civic Platform - Core Team Training – 1 days (SME's and Admins)
- Accela Civic Platform Admin Training – 3 days (System Admin)
- Accela Civic Platform Business Rules Scripting (Basic) – 1 day
- Accela Civic Platform Database Schema Fundamentals – 1 day (report writers)
- Report Workshop Report Training 1 day of workshop training
- Report Workshop Ad-Hoc Report Training 2 (2 hour) remote sessions
- Train the Trainer Training Support 2 days
- End User Training 10 days

TruePoint Responsibilities:

- Coordinate with the Agency to define training schedule and coordination.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:
- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- For the Report Workshop agency, will need to provide a local Oracle environment loaded with a current copy of the configured Data Base. Crystal Report licenses will also be required for each student.

Acceptance Criteria:
- Execution of each listed training courses

DELIVERABLE 15: USER ACCEPTANCE TESTING (UAT) AND GO LIVE PREP

This deliverable is comprised of the assistance TruePoint will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables.

TruePoint will provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Civic Platform solution are operating properly (i.e., integration testing).

TruePoint will provide assistance to the Agency by providing User Acceptance Testing (UAT) support and a defined testing process. TruePoint will address and rectify issues discovered during the UAT process as Agency staff executes testing activities.

If the Agency does not devote adequate time and staffing to UAT in order to completely test the solution, TruePoint may opt to postpone go-live at the Agency's expense. TruePoint will work diligently with Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

In terms of specific output, the following will be executed for this deliverable:
- Resolution of issues resulting from Agency User Acceptance Testing
- Fully tested system that is ready to move to production for go-live

TruePoint Responsibilities:
- Provide recommendations on testing strategy and best practices.
- Lead the Agency in up to [6] weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.

Agency Responsibilities:

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

Acceptance Criteria:
- Completion of UAT (All P1 & P2 issues resolved)

STAGE 6 – DEPLOY

DELIVERABLE 16: PUBLIC WORKS GO-LIVE

The implementation of Public Works for the Construction, IDDE, Industrial Commercial records types is planned to take place 3 to 4 months from project start.

In terms of specific output, the following will be executed for this deliverable:
➢ Move Public Works record types to production
➢ Accela Civic Platform used in Production environment for Agency daily use

TruePoint Responsibilities:
- Provide final configuration of Public Works Record Types.
- Transfer the system configuration from Support to Production
- Provide 2 days of user training specific to the Public Works configuration
- Development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

Agency Responsibilities:
- Provide technical and functional user support for pre-and post-Production Planning, execution, and monitoring
- Provide timely and appropriate responses to TruePoint's request for information
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:
- Production system is used by the Agency for daily use

DELIVERABLE 17: PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. This date will be agreed to by both TruePoint and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, TruePoint will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

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

➤ Deployment support prior to moving to Production
➤ Setup of Integration points in Production
➤ Final Conversion run during cutover
➤ Accela Civic Platform used in Production environment for Agency daily use

TruePoint Responsibilities:
- Provide on-site and remote resources for up to 100 hours to support the move to Production and Post-Production Support effort
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

Agency Responsibilities:
- Provide technical and functional user support for pre-and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to TruePoint's request for information
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:
- Deployment support prior to moving to Production
- Production system is used by the Agency for daily use

APPENDIX D – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela, Inc.
YOUR NAME
YOUR TITLE
Tel:
Fax:

OR

B

Email this document as an attachment to:

YOUR EMAIL

Date:	
Agency Name:	
Approving Agency Manager:	
TruePoint Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that TruePoint has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that TruePoint has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

_____
Agency Name

_____
Signature

_____
Title

_____
Date

APPENDIX E – CHANGE ORDER

SAMPLE CHANGE ORDER – PAGE 1

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

Change Category: ☐ Product ☐ Project ☐ Contract ☐ Maintenance

---

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. Log File
   Issue details / scope impact:
   - **Schedule impact:**
   - **Resource impact:**
   - **Cost impact:**

Total Project Schedule Impact:
Total Project Resource Impact:
Total Project Cost Impact:

DISPOSITION COMMENTS:

Disposition: ☐ Approved ☐ Rejected ☐ Closed ☐ See Comments
Date:

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for TruePoint and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By: **City of Santa Clara**	Accepted By: **TruePoint Solutions**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRUEPOINT SOLUTIONS, LLC

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed eight hundred eighty five thousand eighty two dollars ($885,082) which reflects the proposed cost plus a ten percent (10%) contingency, subject to budget appropriations.

PAYMENT TERMS

PAYMENT SCHEDULE:

The following worksheet lists the tasks and budgeted hours for time associated with each task. TruePoint will perform the Services on a deliverable payment basis based on the nature and scope of the Services and associated completed and accepted Deliverables outlined in the SOW. The Deliverable price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

12 to 14 month implementation		
Task	**Hours**	**Description**
Project Initiation	48	Kickoff and project planning
Public Works - Project Initiation (3 record Types - Construction, IDDE, Industrial Commercial)	112	Due at project kickoff - expected 3 to 4 month project to get Public Works live quickly
Project Management	360	Project Management for the duration of the project
City Side Project Oversight (contracted consultant)	1,120	Weekly project oversight, support for City Staff, working directly with TruePoint PM, City PM and City Management.
Installation (Cloud Hosted)	16	PROD and SUPP environments
Configuration Analysis and Prototypes	420	Analysis for: Building (BLD, SER, CRN, MIC, PTL) Will expand into more types Code Enforcement (Nuisance Code - weeds, trash, graffiti, etc.) Planning (Project record with entitlements) Public Works (Site Dev, Encroachment, Sidewalk)
System Configuration	520	Configuration based on Business Analysis
Event Script Development (Including CSLB integration)	150	Business Automation Scripts
Data Conversion - Tidemark	460	Full conversion of Tidemark Historical data
Data Conversion - Fire Occupancy Data (Hdl)	180	Conversion of existing Fire Occupancy Data
Data Conversion - Documents	0	Documents will be moved to Laserfiche
Report Creation	300	Time for 20 to 30 reports, City will also support the Report creation effort
Training	160	Train the Trainer Approach
UAT and Go Live prep	120	
Interface (XAPO integration) - Address, Parcel and Owner	48	
Interface - HdL Business Licensing	32	Procedure to update Accela Licensed Professional with Bus Lic. Number and expiration
Interface - Cashiering (Cash collected to Post back to Accela)	80	Cash is collected in Cashiering system and will need to update payment screen in Accela.
Interface - Payment Export to PeopleSoft)	80	Nightly Export
Interface - Laserfiche	96	Integration to Laserfiche
Active Directory Integration (for Accela Hosted Client)	48	Additional time needed for Active Directory integration in Accela Hosted Environment
First Data payment adaptor for ACA	48	
Accela Mobile Cloud and APP Setup	40	
Accela Citizen Access Configuration (Civic Pay as payment adapt	120	
Accela GIS Configuration	64	
Public Works - Go Live (3 record Types - Construction, IDDE, Industrial Commercial	112	Due at Public Works Go Live - expected 3 to 4 month project to get Public Works live quickly.
Go Live Support	80	
Electronic Document Review (EDR) with Bluebeam or DigEplan	180	BlueBeam or DigEplan Integration
Service Totals	**4,994**	

Deliverable	Description	Amount
Contract	Project Initiation, on contract signing 10%	$37,671
Proj Start	Public Works - Project Initiation (3 record Types - Construction, IDDE, Industrial Commercial	$17,668
1	Project Initiation	$7,292
2	System Installation (PROD environment)	$2,430
3a	Configuration Analysis Documents (Building and Planning)	$31,905
3b	Configuration Analysis Documents (Public Works, Fire, Code)	$31,905
4	Solution Foundation Configuration	$19,240
5a	System Configuration (Building, Planning, and Code)	$29,881
5b	System Configuration (Public Works, Licensing, and Code)	$29,881
6	Electronic Document Review Integration	$27,347
7	Event Management Scripting Assistance	$22,789
8a	Historical Data Conversion Document Specification	$36,825
8b	Historical Data Conversion First Full Run (Tidemark and Hdl)	$38,480
8c	Historical Data Final Test Run	$21,786
9a	APO	$7,292
9b	Hdl	$4,861
9c	Cashiering	$12,154
9d	Export to Peoplesoft	$12,154
9e	Laserfiche	$15,161
9f	AD integration for hosted site	$7,965
9g	First Data Payment Adaptor	$7,580
10	Report Creation 300 hours	$45,579
11	ACA Configuration	$18,231
12	AGIS Configuration	$8,508
13	Mobile Setup	$5,904
14	Training	$24,308
15	User Acceptance Testing (UAT)	$31,685
16	Public Works - Go Live (3 record Types - Construction, IDDE, Industrial Commercial	$17,668
17	Due upon final system acceptance 10% (or 30 Days after Go Live)	$37,672
Monthly	City Side Project Oversight ($11,200 per month)	$156,800
	Total	**$768,620**
	Travel Expense Estimate	$36,000
	Total Travel & Service	**$804,620**

CUPA: The pricing above does not include integration to CUPA. Accela is creating a generic CUPA import/export routine that has not been fully released. As an estimate integration to CUPA could add as much as $20,000 to $50,000 in services to the SOW. It is recommended that any further discussion on CUPA is put on hold until we can determine if a standard integration from Accela can be used.

EXPENSES:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency. TruePoint 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). TruePoint will work with Agency to manage and control its expenses and will not incur expenses more than 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 TruePoint engagement experience. Travel time is billed at a rate of $100hr. Travel time charges will not exceed 3 hours each way per on-site trip. Should the customer require more onsite travel than estimated above, a Change Order will be required prior to additional travel commencing to cover the cost of the travel budget.

CONTRACT SUM:

The total amount payable under this Agreement is therefore $804,620 including travel expenses and travel time.

PROJECTS PUT ON HOLD:

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to TruePoint to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, TruePoint can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRUEPOINT SOLUTIONS, LLC

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A.   COMMERCIAL GENERAL LIABILITY INSURANCE

  1.   Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

    $1,000,000 Each Occurrence
    $2,000,000 General Aggregate
    $2,000,000 Products/Completed Operations Aggregate
    $1,000,000 Personal Injury

  2.   Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

  3.   The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

    a.   Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

    b.   There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

    c.   Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B.   BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C.   WORKERS' COMPENSATION

1.   Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2.   The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3.   This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D.   COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1.   Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2.   Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. <u>Cancellation</u>.

    a.   Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

    b.   Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. <u>Other Endorsements</u>. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E.   ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1.   Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, <u>except as with respect to limits</u>. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2.   Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3.   The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F.   EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G.   EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara, Community Development, Building Division
P.O. Box 100085 – S2   or   1 Ebix Way
Duluth, GA 30096   John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H.   QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRUEPOINT SOLUTIONS, LLC

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A.   The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1.   If a Contractor[1] does any of the following:

    a.   Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

    b.   Is convicted of a crime punishable as a felony involving dishonesty[3];

    c.   Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

    d.   Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

    e.   Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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[1]   For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2]   For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3]   As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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[4]   Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5]   Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRUEPOINT SOLUTIONS, LLC

EXHIBIT E

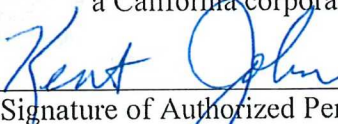## AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

TRUEPOINT SOLUTIONS, LLC

a California corporation

By: _____
      Signature of Authorized Person or Representative

Name: Kent Johnson _____

Title: Chief Executive Officer _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ʹACKNOWLEDGMENT

State of California
County of _____Placer_____)

On ___May 25, 2018___ before me, ___Matthew R. Cohagan___
(insert name and title of the officer)

personally appeared ___Kent Johnson, Chief Executive Officer, TruePoint Solutions, LLC___ ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MATTHEW R. COHAGAN
Commission # 2144008
Notary Public - California
Sacramento County
My Comm. Expires Mar 22, 2020