

CLARK COUNTY, NEVADA
CONTRACT FOR BLITZ SYSTEM SERVICES AND LICENSE AGREEMENT
RFP NO. 603010-13

ACCELA, INC.
NAME OF FIRM
Colin Samuels
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2633 Camino Ramon, Ste. 500, San Ramon, CA 94583
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(925) 659-3200
(AREA CODE) AND TELEPHONE NUMBER
(925) 659-3200
(AREA CODE) AND FAX NUMBER
csamuels@accela.com
E-MAIL ADDRESS

CONTRACT FOR BLITZ SYSTEM SERVICES AND LICENSE AGREEMENT

This Contract is made and entered into this 16th day of September 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and ACCELA, INC. (hereinafter referred to as ACCELA), for BLITZ System Services and License Agreement (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, ACCELA has the product(s), personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance as further described in Exhibits A (Scope of Work), E (License) and F (Maintenance Services) to this Agreement.

WHEREAS, ACCELA has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and ACCELA agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain ACCELA for the period from September 16, 2014 through March 31, 2017, with the option to renew on a month to month basis until implementation of PROJECT has been completed subject to the provisions of Sections II and VIII herein. During this period, ACCELA agrees to provide services as required by COUNTY within the scope of this Contract. The terms and conditions applicable to the License and Maintenance of ACCELA software are attached hereto as Exhibits E and F, respectively.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay ACCELA for the performance of services described in the Scope of Work (Exhibit A) and License (Exhibit E) for the not-to-exceed amount of \$5,681,504.63. COUNTY's obligation to pay ACCELA cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by ACCELA and it shall be ACCELA's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee. License and Maintenance will be provided as specified in the terms and conditions in Exhibits E and F, respectively. Compensation for Maintenance Services will be as specified in Exhibit F. Maintenance Services shall be provided as long as COUNTY continues maintenance coverage.

B. Periodic Payments

ACCELA will be entitled to periodic payments for services work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A). License and Maintenance payment terms and conditions will be as specified in Exhibits E and F, respectively.

C. Terms of Payments

1. Each services invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that includes a fully executed and approved Deliverable Acceptance Form by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on services invoices if ACCELA fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the

time of travel. CONUS rates may be found at the following website:
<http://www.gsa.gov/portal/category/21287>.

- c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount ACCELA was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify ACCELA in writing within 14 calendar days of any disputed amount included on the invoice. ACCELA must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount ACCELA will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay ACCELA within 30 calendar days after receipt of a properly documented services invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or ACCELA based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to ACCELA all damages, costs and expenses caused by ACCELA's negligence, resulting from or arising out of errors or omissions in ACCELA's work products, which have not been previously paid to ACCELA.
 7. COUNTY shall not provide payment on any invoice ACCELA submits after six (6) months from the date ACCELA performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted to: Clark County IT Administration, 500 South Grand Central Parkway, 4th Floor, Las Vegas, NV 89106.

D. County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to ACCELA.

SECTION III: SCOPE OF WORK, LICENSE AND MAINTENANCE TERMS AND CONDITIONS

Services to be performed by ACCELA for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto. The terms and conditions applicable to the License and Maintenance of ACCELA software are attached hereto as Exhibits E and F, respectively.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. Changes to the Scope of Work shall be made by mutually agreed, written change orders. If such changes cause an increase or decrease in ACCELA's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by ACCELA shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF ACCELA

- A. It is understood that in the performance of the services herein provided for, ACCELA shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, ACCELA has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by ACCELA in the performance of the services hereunder. ACCELA shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. ACCELA shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by ACCELA's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of ACCELA be unable to complete his or her responsibility for any reason, ACCELA must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If ACCELA fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. ACCELA has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. ACCELA agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. ACCELA will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. ACCELA shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by ACCELA, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, ACCELA shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of ACCELA to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. ACCELA will not produce a work product which violates or infringes on any copyright or patent rights. ACCELA shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by ACCELA shall not in any way relieve ACCELA of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of ACCELA's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and ACCELA shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by ACCELA's performance or failures to perform under this Contract.
- H. ACCELA services include configuration of its pre-existing, commercial off-the-shelf software, all software and services related deliverables shall be owned by ACCELA and licensed to COUNTY. All data provided to ACCELA by COUNTY shall remain the property of COUNTY and shall be delivered to COUNTY's representative upon termination of this Contract. ACCELA shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by ACCELA, without prior written approval of COUNTY.
- B. Approval by COUNTY of ACCELA's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve ACCELA of responsibility for the professional and technical accuracy and adequacy of the work.

ACCELA shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by ACCELA's subcontractor or its sub-subcontractor.

- C. The compensation due under Section II shall not be affected by COUNTY's approval of ACCELA's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with ACCELA in the performance of services under this Contract and will be available for consultation with ACCELA at such reasonable times with advance notice as to not conflict with their other responsibilities. COUNTY agrees to provide ACCELA with appropriate access to COUNTY facilities, personnel, data systems, and other resources. COUNTY acknowledges that the implementation process described in Exhibit A is cooperative in nature and that COUNTY must complete its designated tasks in a timely manner in order for ACCELA to proceed with and timely complete the Services. COUNTY delays during the implementation period may have adverse collateral effects on ACCELA's overall work schedule. Although ACCELA will use its best efforts to immediately resume work following such a delay, COUNTY acknowledges that schedules for the Services may be delayed. COUNTY acknowledges that if additional time is required to complete the Services because of COUNTY delays, such effort will be subject to Section IV above.
- B. The services performed by ACCELA under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, Michael Lane, Deputy CIO, telephone number (702) 455-3984 or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform ACCELA by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to ACCELA. It is understood that COUNTY's representative's review comments do not relieve ACCELA from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist ACCELA in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. ACCELA will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent ACCELA.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. ACCELA shall complete the PROJECT in accordance with Exhibit A of this Contract.
- C. If ACCELA's performance of services is delayed or if ACCELA's sequence of tasks is changed, ACCELA shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance of services by ACCELA under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to ACCELA at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay ACCELA its services compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. ACCELA shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by ACCELA for any cause other than the error or omission of ACCELA, for an aggregate period in excess of 30 days, ACCELA shall be entitled to an equitable adjustment of the compensation payable to ACCELA under this Contract to reimburse ACCELA for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other

party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. not less than 30 calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after ACCELA is given:
 - i. not less than 60 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
- b. If termination is for COUNTY's convenience, COUNTY shall pay ACCELA that portion of the services compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services.

3. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay ACCELA that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services; and
 - ii. Any payment due to ACCELA at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of ACCELA's default.
- b. Upon receipt or delivery by ACCELA of a termination notice, ACCELA shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
- c. If after termination for failure of ACCELA to fulfill contractual obligations it is determined that ACCELA has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

4. Upon termination, COUNTY may take over the services work and prosecute the same to completion by agreement with another party or otherwise. In the event ACCELA shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of ACCELA assigned to the performance of this Contract.

5. The rights and remedies of COUNTY and ACCELA provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of ACCELA's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within ACCELA's control.

SECTION X: INSURANCE

ACCELA shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. ACCELA shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Information Technology
Attn: Chief Information Officer
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89106

TO ACCELA:

Accela, Inc.
Attn: Legal
2633 Camino Ramon, St. 500
San Ramon, CA 94583

SECTION XII: MISCELLANEOUS

A. Independent Contractor

ACCELA acknowledges that ACCELA and any subcontractors, agents or employees employed by ACCELA shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of ACCELA or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, ACCELA agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Public Funds

ACCELA acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. ACCELA recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare ACCELA in breach of the Contract, terminate the Contract, and designate ACCELA as non-responsible.

D. Assignment

Any attempt by ACCELA to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void. Notwithstanding the foregoing, Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.-

E. Indemnity

ACCELA does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of ACCELA or the employees or agents of ACCELA in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to ACCELA, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by ACCELA or any agent or representative of ACCELA to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against ACCELA as it could pursue in the event of a breach of this Contract by ACCELA; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by ACCELA in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this contract by ACCELA is subject to review by COUNTY to insure contract compliance. ACCELA agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All requests for information will be in writing to ACCELA. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

I. Covenant

ACCELA covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. ACCELA further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

The Parties shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract, subject the public records laws applicable to COUNTY.

K. ADA Requirements

All work performed or services rendered by ACCELA shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

ACCELA shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by ACCELA is for COUNTY's information only.

M. Disclosure of Ownership Form

ACCELA agrees to provide the information on the attached Disclosure of Ownership/Principals form (Exhibit D) prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Background Investigations

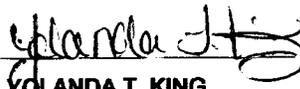
ACCELA authorizes COUNTY to complete an independent employment verification on the assigned personnel and a Criminal Justice Information System (CJIS) background checks (FBI fingerprinting). Employment verification could include but not limited to COUNTY contacting the past three employers (assignments) for which work was performed by the proposed personnel. Failure to pass employment and/or CJIS background check will result in ACCELA personnel being rejected for use by COUNTY.

O. Customer is entitled to receive source code for the Software only pursuant to an Intellectual Property Escrow Agreement, and at Customer's expense, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

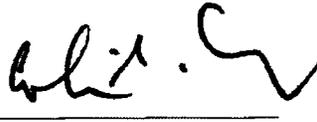
COUNTY:

CLARK COUNTY, NEVADA

By: 
YOLANDA T. KING
Chief Financial Officer

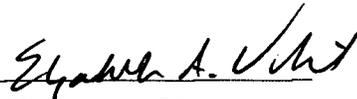
7/17/14
DATE

ACCELA:
ACCELA, INC.

By: 
Colin Samuels
Assistant Corp. Secretary

31 July 2014
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

8/4/14
DATE

Exhibit A
Statement of Work



Clark County, Nevada

July 31, 2014
Version 2.0

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

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
4/1/2014	Ean Darbo	1.0	Initial Draft
5/12/2014	Ean Darbo	1.1	Added Phasing Language and Gap Analysis Deliverable
5/17/2014	Ean Darbo	1.2	Updates based on onsite meeting on May 12
6/12/2014	Ean Darbo	1.3	Updates from onsite meeting on June 12 th
7/16/2014	Ean Darbo	1.4	Minor changes to finalize Payment Schedule and Interface/Conversion List
7/17/2014	John Sasson/Ean Darbo	1.5	Accepted all changes to 1.4 and added comments where we need to make final changes. Please keep these redlined and resubmit to CC MT by tomorrow.
7/23/2014	Ean Darbo	1.6	Change work location and other minor updates
7/28/2014	Ean Darbo	1.7	Updated payment language
7/29/2014	Ean Darbo	2.0	Final

INTRODUCTION

OVERVIEW

The following Statement of Work will detail how Accela Services will implement the software you have purchased.

This Statement of Work ("SOW") dated July 29, 2014 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to Clark County, Nevada ("Agency").

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and Accela, 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. Accela will communicate insufficient participation of Agency resources through Project Status Reports with real and potential impacts to the project timeline. Accela will work 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 Automation in order for Accela to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by Accela Services, the Agency assumes all day-to-day operations of Accela Automation 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. Depending on the scope of the project, key knowledge transfer areas could include:
 - Configuration
 - Scripting
 - Batch scripts
 - Interfaces
 - Event Management Scripts
 - Reports and Forms



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 Accela 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:

- Business License
- Public Response
- Department of Building and Fire Prevention
- Comprehensive Planning
- Public Works Development
- Water Reclamation

Products

The following list items represent the Accela products purchased by the Agency that are in scope for this Project:

- Accela Automation for Land Management and Licensing and Case Management
- Accela Mobile
- Accela Citizen Access
- Accela GIS

PROJECT TIMELINE

- The project will be broken out into phases as described below:

Phase	Duration	Divisions/Processes	Begin/End
GAP 1	2 Months	GAP Analysis and Project Planning for Land Management	Month 1-2
1	16 Months	Land Management Naviline Replacement	Month 3-18
GAP 2	2 Months	GAP Analysis and Project Planning for Licensing	Month 7-8
2	14 Months	Business Licensing CLIPS Replacement	Month 10-24

- The estimated term of this project is 24 - 26 months total for the deployment with the estimated start date of GAP 1 being thirty (30) calendar days after contract signing. The start date of Phase 1 is upon completion of GAP 1.
- Upon initiation of these Services, the Accela 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 Accela Project Manager will work closely with the Agency Project Manager to update, monitor, agree, and communicate any modifications.



- Any resulting delays of more than 10 days in the mutually agreed upon project plan that drive the estimated completion date beyond that which was agreed upon that result from Agency or Accela challenges (changes in project sponsor, staffing level/availability, missed deadlines) will require a Change Order to document the delays and mutually agreed to action plan. A change order may or may not have a financial impact. A sample Change Order template is found in Appendix D.

PAYMENT TERMS

PAYMENT SCHEDULE:

Accela will perform the Services on a Deliverable payment basis based on: the nature and scope of the Services and associated Deliverables outlined in Appendix D, the expected staffing requirements, project schedule, Accela's and Customer's roles and responsibilities and the other assumptions set forth in this SOW. Accela's total price to perform the Services and provide the Deliverables described in Appendix E is \$4,337,720.00 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee 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.

Phase 1

Deliverable	Description	Amount
	10% Due Upon Signing	\$437,135.36
1	Gap Analysis – Land Management	\$100,000.00
3A	Project Initiation	\$25,000.00
4	Accela Automation Setup	\$35,000.00
5	To-Be Analysis Sessions Complete	\$83,800.00
6A	To-Be Analysis Documents - Public Response	\$40,000.00
6B	To-Be Analysis Documents - Fire Prevention	\$60,000.00
6C	To-Be Analysis Documents - Comprehensive Planning	\$100,000.00
6D	To-Be Analysis Documents - Public Works	\$60,000.00
6E	To-Be Analysis Documents - Building	\$80,000.00
6F	To-Be Analysis Documents - Water Reclamation	\$40,000.00
7A	Configuration Analysis Sessions – Enterprise	\$15,000.00
8A	Accela Automation Solution Foundation - Public Response	\$40,000.00
8B	Accela Automation Solution Foundation - Fire Prevention	\$60,000.00
8C	Accela Automation Solution Foundation - Comprehensive Planning	\$100,000.00
8D	Accela Automation Solution Foundation - Public Works	\$60,000.00
8E	Accela Automation Solution Foundation - Building	\$80,000.00
8F	Accela Automation Solution Foundation - Water Reclamation	\$40,000.00
9A	Historical Data Conversion Analysis - Sungard Naviline	\$45,000.00
9C	Historical Data Conversion Analysis - BL Verify	\$30,000.00
9D	Historical Data Conversion Analysis - Fire Property Inventory	\$30,000.00
10A	Historical Data Conversion Development - Sungard Naviline	\$50,000.00



10C	Historical Data Conversion Development - BL Verify	\$35,000.00
10D	Historical Data Conversion Development - Fire Property Inventory	\$30,000.00
10E	Historical Data Conversion Development - BLIM	\$15,000.00
11A	Interface Analysis and Development - State Contractors	\$25,000.00
11B	Interface Analysis and Development - Payment Processing	\$25,000.00
11C	Interface Analysis and Development - Melissa	\$25,000.00
11D	Interface Analysis and Development - CAMA	\$25,000.00
11E	Interface Analysis and Development - Granicus	\$25,000.00
11F	Interface Analysis and Development - SW Gas	\$20,000.00
11G	Interface Analysis and Development - NV Energy	\$20,000.00
11H	Interface Analysis and Development - Assessor	\$20,000.00
11I	Interface Analysis and Development - CLIPS	\$20,000.00
11J	Interface Analysis and Development - File 360	\$15,000.00
11K	Interface Analysis and Development - Selectron IVR	\$20,000.00
11L	Interface Analysis and Development - Multi J	\$26,425.20
12A	Business Process Validation and Automation	\$50,000.00
13A	Report Specifications	\$50,000.00
14A	Report Development	\$75,000.00
15	Electronic Document Review Configuration	\$35,000.00
16A	User Experience	\$30,000.00
17	Accela Automation Setup – Production	\$20,000.00
18A	Administrative Training	\$20,000.00
19A	Report Workshop	\$15,000.00
20A	Scripting Workshop	\$15,000.00
21A	Train the Trainer	\$17,818.30
22A	User Acceptance Testing (UAT)	\$100,000.00
23A	Production Support	\$40,000.00
24A	Post Deployment Support (15% Retention)	\$426,206.98
	Total Services	\$2,851,385.84

Phase 2

Deliverable	Description	Amount
2	Gap Analysis – Licensing	\$100,000.00
3B	Project Initiation	\$25,000.00
6G	To-Be Analysis Sessions Complete	\$100,000.00
7G	To-Be Analysis Documents - Business License	\$150,000.00
8B	Configuration Analysis Sessions – Enterprise	\$50,000.00
9G	Accela Automation Solution Foundation - Business License	\$150,000.00
10B	Historical Data Conversion Analysis - Iron Data CLIPS	\$60,000.00
10E	Historical Data Conversion Analysis - BLIM	\$45,000.00
11B	Historical Data Conversion Development - Iron Data CLIPS	\$75,000.00



11E	Historical Data Conversion Development - Iron Data BLIM	\$60,000.00
13B	Business Process Validation and Automation	\$100,000.00
14B	Report Specifications	\$50,000.00
15B	Report Development	\$75,000.00
17B	User Experience	\$30,000.00
19B	Administrative Training	\$25,000.00
20B	Report Workshop	\$15,000.00
21B	Scripting Workshop	\$15,000.00
22B	Train the Trainer	\$25,000.00
24B	User Acceptance Testing (UAT)	\$100,000.00
25B	Production Support	\$40,471.70
26B	Post Deployment Support (15% Retention)	\$227,730.30
	Total Services	\$1,518,202.00

EXPENSES:

No reimbursable expenses are included in this contract. Accela has planned for up to 166 site visits and 581 onsite days throughout the duration of this implementation. This reflects 7% of the total project cost which is calculated based on project location and industry costs for that region based on lodging during the week and typical flight cost and availability. This percentage is within the travel norms for Accela's projects

Contract Sum:

- *The total amount payable under this Agreement is therefore \$4,337,720.00 including travel expenses and travel time.*
- The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency, and should this slippage result in material effort to Accela in excess of the hours provided for in this document, Accela will produce a change order at a rate of \$200/hr. for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.

PROJECTS PUT ON HOLD:

- It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela in order 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, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.
- When a project is put on hold, at minimum, Accela will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

PROJECT ASSUMPTIONS

GENERAL PROJECT Assumptions

Scope and Timeline

- Scope is based on Agency RFP and corresponding RFP Response from Accela to the Agency.
- This Project is Two Phases. Any mention of go-live in this document infers two go-live events, Phase 1 and Phase 2.
- Agency and Accela 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 and Accela deliverables (including finalization of requirements / use cases / product catalog), availability of key 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 Accela project managers prior to the start of analysis sessions.
- Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, 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, Accela and Agency will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
- Acceptance review period is for final review and approval of a Deliverable. Many deliverables are iterative in nature (ie, Report Specifications) and will be assigned for review and approval upon completion, not all at once.
- This start date requires Agency to have all required hardware deployed and ready for software installation at the start of the project. If the hardware isn't available within thirty (30) calendar days of the start date, a change order will be required to amend the project schedule and/or introduce temporary hosting of the development environment within the Accela Cloud.

Training

- Project assumes that a Train the Trainer approach will be taken during this implementation.

Testing

- All components of the solution will be unit tested by Accela prior to delivery to the Agency, and subsequently unit tested by the Agency prior to acceptance.

- Agency is responsible for writing any User Acceptance/End to End Test Scripts.
- Agency is responsible for staffing testers and ensuring adequate User Acceptance 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 (see “Acceptance” in Services Agreement) and shall comply with any payment obligation for “Move to Production”, “Go-Live” and/or “Acceptance”. There may be post go-live issues that are being supported during this time; however any financial obligations the Agency may have to Accela based on “Go live”, commence on the date the software is available in production.
- Accela consulting resources will support Agency after “Go Live” for up to a month at which point the Agency is transferred to the Accela Customer Resource Center (“CRC”) for ongoing support.

Project Completion

- The project is complete once the transition to Accela's support (CRC) has been completed. If applicable, the specific deliverable acceptance process and financial obligation for “transition to CRC” or “project completion” will commence on the date the transition to Accela's CRC.

Acceptance

- Upon completion of each deliverable, Accela will provide the Agency with the Accela Deliverable Acceptance form to formalize acceptance and completion of that piece of scope. The number of days the Agency has to accept or reject the Deliverable Acceptance is delineated in Appendix E, for each deliverable. The Deliverable Acceptance form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed/scanned/emailed or hand delivered to Accela. Please refer to Appendix C to view a sample Deliverable Acceptance Form.

PROJECT RESOURCING Assumptions

Agency Resourcing

- Agency will provide a dedicated 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.
- 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 single 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 Accela 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 Accela Project Manager during Kick-Off preparation.

Accela Resourcing

- Accela has assumed that project team will need to be on-site as appropriate and mutually agreed upon. All travel expenses incurred for on-site work are per the terms of expense reimbursement outlined above.
- Accela personnel will attend Agency executive steering committee meetings as needed.
- The appropriate resourcing to ensure deployment success for the scope outlined will be assigned to this project. Significant additional support requested by Agency will be managed through the change control process.
- Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Accela will provide Project Management services throughout the project.

Third Party Resourcing

- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants.

Accela Solution Assumptions

General

- Agency shall provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay.
- Accela will implement the most current version of Accela products at the time of the contract signing. Requests to move to a new version of Accela products will be managed via the change control process.
- 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 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 Accela resources have access to a Dev or 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 for Accela services.

General Information AND Requirements for Historical Conversions

- The standard data conversion includes the conversion of transactional data to the Accela Automation 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.
- Accela will perform unit testing of the conversion program including spot checks of the data within Accela Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by the agency is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation must be available before Accela will begin the data conversion mapping effort.

Data Conversion Assumptions

- **“As-Is” Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed “As-is” into Accela Automation. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation “As-Is”. All data cleanup must occur prior to execution into Accela Automation.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela’s Extract, Translate and Load (“ETL”) toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- **Documents:** Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services (“ADS”) in Accela Automation, provided the Agency provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See [Standard Document Migration](#) for additional details.



Standard Document Migration

- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3rd party EDMS is used by Accela Automation, it is still possible to convert documents if the 3rd party interface supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system prior to be evaluated for conversion.

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:	4701 W. Russell Road, Las Vegas, NV 89118-2231
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Please indicate below the key Agency contact that will be responsible for Project Management:

Name:	Michael Trotter
Title:	Project Manager
Phone Number(s):	O: 702.455.5778 M: 702.815.6904
Email:	michael.trotter@clarkcountynv.gov

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela shall submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("Change Order"). Accela 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 Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order



shall be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is \$200 per hour. The Change Order Template is attached hereto as Appendix D.

APPENDIX A: PROJECT RESOURCES

AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the Accela Project Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. 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/Week
Project Sponsor	<ul style="list-style-type: none"> • 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. 	2 Hours
Project Manager	<ul style="list-style-type: none"> • Overall administration, coordination, communication, and decision-making associated with the implementation; • Planning, scheduling, coordinating and tracking the implementation with Accela 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. 	40 Hours

<p>Division/Departmental Business Leads</p>	<p>A user representative for each affected 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:</p> <ul style="list-style-type: none"> • 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. 	<p>1 (minimum) superuser FTE per department. 50-75% dedication of a 2-3 resources per department for 4-6 weeks. End-user training period is 2-3 FTEs for 4 weeks at about 50% dedication and User Acceptance Testing and Go-Live activities will require 2-3 FTEs at 80% dedication.</p>
<p>Division/Departmental Subject Matter Expert (SME)</p>	<ul style="list-style-type: none"> • 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. 	<p>2 Individuals, 30 Hours</p>
<p>Technical Lead</p>	<ul style="list-style-type: none"> • Primary responsibility for the technical environment during the software implementation; • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards; • Work with Accela technical personnel during implementation; • Maintain test and production databases; • Perform day-to-day maintenance of the system and install maintenance releases; • Act as the primary technical resource for troubleshooting problems; • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities. 	<p>40 Hours</p>

Report Developer	<ul style="list-style-type: none"> • 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
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ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela's 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:

Accela Resources	Description
Project Executive	<p>The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela 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.</p>
Project Manager	<ul style="list-style-type: none"> • The Accela 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: <ul style="list-style-type: none"> • Project plan management – updated weekly, • Change order management, • Issue log management and escalation, • Status reporting - weekly, • Project workspace management, • Resources management, • Work plan management, • Meetings management, • Project review with Project Executive.

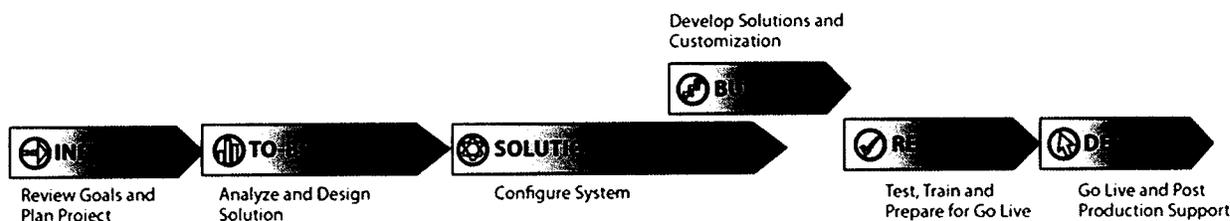
Senior Implementation Consultant	<ul style="list-style-type: none"> • The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for: • <ul style="list-style-type: none"> • Business analysis activities: 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	<ul style="list-style-type: none"> • Implementation Consultant resources support the project and typically focus on the following tasks. <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Accela Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as: <ul style="list-style-type: none"> • Application installation and setup (Accela Automation, 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	<ul style="list-style-type: none"> • 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

Accela 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 Accela 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 Accela 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.

TO-BE ANALYSIS

Analysis is the second stage in the lifecycle. During the Analysis stage, Accela 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 Automation. It is during this Phase that Accela gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Automation capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Automation 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 Automation 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, Work Order, 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, event scripts, interfaces and reports.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Automation 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 Automation applications are transitioned to the Accela Customer Resource Center ("CRC") for ongoing support. A formal transition 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. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center.



APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela

YOUR NAME

YOUR

to:

TITLE

OR

B

Email this document as an attachment to:

YOUR EMAIL

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

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details
	Service Agreement

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

APPROVALS:

Agency Name

Signature

Title

Date

APPENDIX D – 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:

2.

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:



SAMPLE CHANGE ORDER – PAGE 2

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

Accepted By: Agency	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title: Director
Date:	Date:

-

	Accepted By: Accela, Inc.
	By:
	Print Name:
	Title: Sr. VP of Services
	Date:

-
-

APPENDIX E – 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, Accela will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

STAGE 0

GAP ANALYSIS – LAND MANAGEMENT (GAP 1)

The purpose of this deliverable is to review and identify gaps between the requirements identified in the Request for Proposal ('RFP'), the identified business processes (85 land management) and the desired To-Be Solution. Specifically, Accela staff will review the following components of the implementation:

- Permit Types/Processes
- Legacy Systems that will be replaced
- Integration Requirements
- Geospatial Requirements
- Citizen Portal Requirements
- Mobility Requirements

This will be accomplished via both onsite and offsite interviews and analysis sessions to be scheduled by Accela and Agency Project Managers upon contract signing. Accela will assign two Services staff to this effort and it is expected to take no more than 2 months to complete.

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

Scope Constraint 1.1 – GAP Analysis Document with comprehensive findings that detail the desired To-Be requirements of the solution.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct gap 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 Accela'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 the GAP Analysis for Land Management processes.

GAP ANALYSIS – LICENSING (GAP 2)

The purpose of this deliverable is to review and identify gaps between the requirements identified in the Request for Proposal ('RFP'), the identified business processes (25 licensing) and the desired To-Be Solution. Specifically, Accela staff will review the following components of the implementation:

- License Types/Processes
- Legacy Systems that will be replaced
- Integration Requirements
- Geospatial Requirements
- Citizen Portal Requirements
- Mobility Requirements

This will be accomplished via both onsite and offsite interviews and analysis sessions to be scheduled by Accela and Agency Project Managers upon contract signing. Accela will assign two Services staff to this effort and it is expected to take no more than 2 months to complete.

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

Scope Constraint 2.2 – GAP Analysis Document with comprehensive findings that detail the desired To-Be requirements of the solution.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct gap 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 Accela'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 the GAP Analysis for Licensing processes.

STAGE 1 – INITIATION

PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Accela 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 Accela after the signing of the Statement of Work.

In conjunction with the Agency representatives, Accela 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 Accela 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 Accela.
- Finalize an integrated baseline project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager) that includes:
 - All SOW Milestones and Deliverables
 - Work stream breakdown by department or functional area
 - Resource Loading
 - Task detail and dependencies
 - Critical Path clearly defined
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan.
- Create the project Sharepoint site and load all standard, current documentation.
- Establish Process for weekly Earned Value Reporting.
- Conduct Core Team training in order 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:

- Project Charter
- Baseline Project Plan
- Project Status Report Template

- Project Sharepoint Site
- Project Kickoff Presentation
- Core Team Training

Scope Constraint 3.3 – Phase 1, One session of Core Team Training 1 day course, up to 14 students

Scope Constraint 3.2 – Phase 2, Two sessions of Core Team Training 1 day course, up to 14 students

Accela 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 Accela 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 Accela'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.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training.

Acceptance Criteria:

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

ACCELA AUTOMATION SETUP

During the System Setup step of this project, Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the test and development environments. Accela technical staff will validate the proper installation and configuration of the Accela Automation environment. This Deliverable is defined as the installation of the Accela Automation software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Automation, documentation on the installation of Accela Automation will be provided to the Agency as reference material.



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

- Installation of the Accela Automation software, development and test environments
- Demonstration of an operational Accela Automation environment
- Installation documentation

Specifically, Accela will perform the following tasks within the support environment:

- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use Microsoft SQL Reporting Services.

Scope Constraint 4.4 – Installation and documentation specifically for the Phase 1 Dev, Phase 2 Dev, and Test Environment.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
- Deliver and install the Accela Automation software on the Agency server.
- Provide hardware and installation documentation to Agency in order to facilitate procurement.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

Acceptance Criteria:

- Confirmation of ability to log into the Accela Automation software and navigate to the Accela Citizen Access page for the DEV and TEST environment that has been installed on Agency hardware.

STAGE 2 – TO-BE ANALYSIS

To-Be Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for the Agency. The key output of the process are To-Be Analysis 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 at the conclusion of the project.

The To-Be Analysis Document(s) include detailed information on the Agency's business processes to be configured in the Accela Automation Solution Foundation, including the following topics:

- 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
- GIS layers, attribute data and map search functionality
- Mobility requirements
- Citizen Portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments
- Citizen registration settings
- User rights and permissions

The To-Be Analysis Sessions and To-Be Analysis Document(s) will include the high-level requirements related to the following deliverables:

- Deliverable 13: Business Process Validation and Automation
- Deliverable 14: Report Specifications
- Deliverable 15: Report Development
- Deliverable 17: User Experience

Scope Constraint 6.5 – A total of 90 Business Processes are in scope for this project (40 high complexity, 30 medium complexity and 20 low complexity).

Scope Constraint 6.6 – A total of 10 Prototypes

However, the specifics for each deliverable will be discovered and documented later in the project as they are dependent on the completion of the Solution Foundation milestone. (Example: Discovery of Agency requirement for a Receipt Report is documented during Phase 2: To-Be Analysis, however, the specific report specification and requirements is completed in the Report Specification deliverable)

Accela will conduct To-Be Analysis Sessions and produce To-Be Analysis Documents (Deliverable 6 and 7) for each Agency Department that is contained within the scope of this implementation.

Deliverable	Functional Area	Phase	Description
6A and 7A	Public Response	1	Centralized service to receive citizen complaints, requests and inquiries related to zoning, building, solid waste, sign enforcement, graffiti and other issues regarding the enforcement of County Codes.
6B and 7B	Fire Prevention	1	Provide construction and business customers with state-of-the-art permit management, plan review, and inspection services.
6C and 7C	Comprehensive Planning	1	Develop and implement land use, zoning and growth plans and programs for a diverse, vibrant community.
6D and 7D	Public Works	1	Delivers a wide range of services to the community including the design, construction, inspection for the safety of the public and for the proper stewardship of the revenues expended on infrastructure construction and maintenance.
6E and 7E	Building	1	Provide construction and development customers with state-of-the-art permit management, plan review, and inspection services to enhance the built environment.
6F and 7F	Water Reclamation	1	Manage reclaimed water as a resource.
6G and 7G	Business License	2	Ensures public health and safety through the licensure of businesses.

TO-BE ANALYSIS SESSIONS

In order to develop the content for the To-Be Analysis Document(s), Accela 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, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation’s workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.
- 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.

Accela’s Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to 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.



Accela 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 Accela'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 To-Be Analysis Sessions.

TO-BE ANALYSIS DOCUMENTS

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in the To- Be Analysis Sessions. This document(s) will serve as the 'blueprint' for Business License processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with Agency for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for the mutually agreed upon To-Be process, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency, it is not meant to represent a complete end-to-end solution.

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

- To-Be Analysis Documents for Department business processes.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff as necessary in order to understand existing business processes.
- Build selected prototypes to demonstrate proposed functionality.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.
- Prepare and complete To-Be Analysis Document(s) capturing the Agency's business processes to be included in the Solution Foundation.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.

-
- Schedule participants and meeting locations for To-Be Analysis Document(s) review activities.
 - Review and provide feedback on To-Be Analysis Document(s).

Acceptance Criteria:

- Review To-Be Analysis Document(s) and validate that the content accurately reflects the business processes data that will be included in the Accela Automation Solution Foundation.
- Agency will have 7 business days to conduct initial review of the To-Be Analysis Document(s). If no changes or comments are requested within the 7 days, the To-Be Analysis Document(s) is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 3 business days for acceptance.

CONFIGURATION ANALYSIS SESSIONS – ENTERPRISE

Accela will work closely with designated Agency personnel and will conduct configuration analysis sessions to capture the “to-be” required business processes as they relate to cross-functional or cross-departmental business processes. Many to-be processes will impact all involved departments. These sessions are where that impact will be explored, discussed and agreed upon. It should be noted that the results of these sessions will be documented in the Configuration Analysis Document(s) for each process owning department.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation’s workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.

Accela’s Project Manager will coordinate and schedule the Analysis Sessions. 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.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency’s request for information.
- Interview staff in order to understand existing business processes.
- Conduct configuration 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 Accela’s request 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 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 Configuration Analysis Session for Enterprise processes.

STAGE 3 – SOLUTION FOUNDATION

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

Accela will deliver the Solution Foundation (Deliverable 9) for each Functional Area that is contained within the scope of this implementation.

Deliverable	Functional Area	Phase
8A	Public Response	1
8B	Fire Prevention	1
8C	Comprehensive Planning	1
8D	Public Works	1
8E	Building	1
8F	Water Reclamation	1
8G	Business License	2

ACCELA AUTOMATION SOLUTION FOUNDATION

Accela will provide professional services to develop the Solution Foundation of the Accela Automation product in accordance with requirements established and documented in Deliverable 6: To-Be Analysis Document(s).

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

- Completed Foundation of Accela Automation Solution that supports the To-Be Business Processes documentation
- Accela Automation Solution Foundation Document

Accela 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 Accela'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 Accela 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 Automation Solution Foundation meets the requirements documented in the approved To-Be Analysis Document(s).
- Agency will have 7 business days to conduct initial review of the Solution Foundation. If no changes or comments are requested within the 5 days, the milestone is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 3 business days for acceptance.

STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Event Manager Scripts and Expressions) configuration of add-on products and custom report development. It comprises all of the additional activities outside of solution foundation that are required to complete the total solution for the Agency. Similar to 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 Agency systems is a critical activity for the success of this project. The Accela 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. Specifically, the Accela team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Automation and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Accela may recommend to understand the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

Accela will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. 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. Should the Agency not provide the appropriate resources to define and assist with the mapping effort, Accela will escalate through the Change Control process.

The data mapping effort will be a lead by Accela personnel with Agency completing the required mapping. Once the data mapping has been defined, Accela will ask that a representative of the Agency sign off on the data maps. Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela



Automation database. **PLEASE REFER TO DATA CONVERSION ASSUPMTIONS FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA 'S CONVERSION APPROACH.**

Accela will conduct Analysis/Mapping and Data Conversion Development (Deliverable 10 and 11) for each Legacy system that will have data converted to Accela within the scope of this implementation.

Scope Constraint 9.7 – Data Conversion will occur from the following Agency Legacy Systems, Naviline, CLIPS, BL Verify, Fire Property Inventory and BLIM.

Deliverable	System Name	Phase	Description
9A and 10A	SunGard Naviline	1	The "Land Development System" is comprised of four separate SunGard NaviLine modules: Planning and Engineering, Building Permits, Land, Cash Receipts, and Code Enforcement. Database is currently DB2 which replicates to SQL Server in real-time using Data Mirror.
9B and 10B	Iron Data CLIPS	2	Licensing, audit, collections, finance and code enforcement system used by the Department of Business License. The system has been significantly customized by the developer and County programming staff. Data is written to a MS SQL database and there are approximately 500+ tables of data within the database.
9C and 10C	BL Verify	1	State of Nevada corporations database, a Nevada Secretary of State Business Id database, an assessor database containing Owner information for all of Clark County. Database is in SQL Server.
9D and 10D	Fire Property Inventory	1	Spreadsheet that contains a list of properties, associated address and Fire Suppression devices installed.
9E and 10E	BLIM	2	Business License Imaging system. Files will be migrated for BLIM to Accela

HISTORICAL DATA CONVERSION ANALYSIS

Upon receipt of Agency's Legacy data, Accela 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 Automation.

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

- Historical Data Conversion Mapping Document

Accela 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 Accela 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 Automation as well as document special consideration (ex. merging data sources, phasing, etc.)

Final Acceptance Review Period:

- Ten (10) business days total

HISTORICAL DATA CONVERSION DEVELOPMENT

Upon Agency approval of the Historical Data Conversion Mapping document, (Deliverable 10), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the conversion from Accela, the Agency DBA will load the data into the Test environment for validation.

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

- Completion of migrated data into Accela Automation development or test environment

Accela Responsibilities:

- Provide a program to migrate historical data into the Agency's AA test database environment
- Each data conversion will include up to three (3) complete 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 data source in an accepted format
- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation
- Thoroughly and completely unit test the data for each complete conversion run

Acceptance Criteria:

- Historical data has been converted to Accela Automation testing environment according to the Data Conversion Mapping document

Final Acceptance Review Period:

- Ten (10) business days total

SYSTEM INTERFACES

For each interface, the Accela 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 GovXML, 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.). Further, Agency will ensure that Accela resources have access to a Dev or 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.

Accela will conduct Analysis and Interface Development (Deliverable 11) for each system that will interfaced with Accela within the scope of this implementation.

Deliverable	System Name	Phase	Description
11A	State Contractors	1	Import of Contractor Data from State of Nevada
11B	Payment Processing	1	3 rd Party Payment Processions
11C	Melissa	1	Primary Address data Source
11D	CAMA	1	CAMA gets the following information, 1. Permit Information 2. Site Addresses 3. Inspection Records
11E	Granicus	1	Outbound Project Conditions exported to Granicus for Agenda
11F	SW Gas	1	Inspection file batch
11G	NV Energy	1	Inspection file batch
11H	Assessor	1	Parcel file from Assessors office
11I	CLIPS	1	Integration to CLIPS for phase 1 Land Management go-live. This interface will remain active until CLIPS go-live with Accela.
11J	File 360	1	Document Management
11K	Selectron IVR	1	Accela will assist Selectron with the development of the IVR integration as required.
11L	Multi J	1	Regional Contractor License Data Exchange

INTERFACE ANALYSIS AND DEVELOPMENT

In order to determine the Agency requirements for this 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 Accela in building the interface code. The implementation of the 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. Accela will provide a program to integrate 3rd Party data to/from Accela Automation.

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

- Interface Specifications Document
- Operational Interface in the Development or Test environment

Accela 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 Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela'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

BUSINESS PROCESS VALIDATION AND AUTOMATION

During the To-Be Analysis Stage of the implementation project, Accela will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. Accela will work with Agency to identify desired functionality, and

subsequently will assist with prioritizing the needs in order to determine that will be developed by Accela within the scope of this implementation. The Business Process Validation and Automation developed by Accela 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:

- **EMSE (Event Manager 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 Accela. The approved document will be used as a basis for determining completion and approval of the deliverable.

Scope Constraint 12.8 - Accela will develop 200 total scripts, 160 EMSE and 40 Expressions

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)

Accela 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 Accela
- 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 Accela will develop
- Provide timely and appropriate responses to Accela'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

Reports

Reports are defined as anything that can be printed 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 Automation. 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. Reports are classified by level of effort: high, medium, and low.

High is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. The majority of reports require a 'medium' level of effort, which is defined as a report displaying non-calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data.

These reports can be developed using the integral Accela Report Writer included with Accela Automation or Microsoft Report Service (SRS). These custom reports will be deployed in the Report Manager for use within Accela Automation.

REPORT SPECIFICATIONS

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

Accela and Agency have agreed that Accela will develop reports based on the following breakdown:

Scope Constraint Error! No text of specified style in document. **3.9** – 25 number of High Complexity Reports

Scope Constraint **13.10** – 75 number of Medium Complexity Reports

Prior to the development of a report the Agency will approve report design specification documents that will be created jointly by the Agency and Accela. 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 Automation Quick Queries, Accela Ad-Hoc reports and custom reports developed by Accela, 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 Accela

Accela Responsibilities:

- Assist in determining level of effort for reports to assist with prioritization
- Develop report specifications

Agency Responsibilities:

- Provide timely and appropriate responses to Accela'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 Accela that will be needed for agreement on the Deliverable

Acceptance Criteria:

- Agreement on prioritized list of reports that will be developed by Accela
- 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
- Agency will have 5 business days to review the Report Specification Documents. If no changes or comments are requested within the 5 days, the Report Specification Documents are considered approved by the Agency.

REPORT DEVELOPMENT

Accela will develop custom documents/letters/reports per the specifications developed and approved in Report Specifications Deliverable. 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 Accela to determine the level of effort required, and if a change order would be required to complete the work.

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

- Development of reports per specifications and scope defined in Deliverable 14: Report Specifications

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Develop reports per specifications
- Assist in the validation of the reports in test environment

Agency Responsibilities:

- Provide timely and appropriate responses to Accela'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.

ELECTRONIC DOCUMENT REVIEW CONFIGURATION

This deliverable is comprised of the activities that will enable the submission, review and markup of documents to work effectively given the Agency's configuration. Accela will leverage stamps provided out-of-the box, or from its stock of stamps, and provide instruction on the creation of stamps to the Agency. The Agency will be responsible for creating any additional stamps that will be applied through configuration. Accela will also leverage buttons provided out of the box and provide training and instruction on the creation of custom buttons with links. The Agency will be responsible for creating any buttons that will be applied through configuration. Accela will work with the Agency to identify and review:

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

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

- Accela Electronic Document Review Specification Document(MS Word)
- Configuration of Accela Electronic Document Review

Accela Responsibilities:

- Install Accela Electronic Document Review on up to 10 client PC's and train the Agency so they can install on additional PC's.
- Provide one custom stamp for each of these categories; static text, simple dynamic stamp and dynamic stamp with input for the purposes of training.
- Provide one sample custom button for the purposes of training

Agency Responsibilities:

- The Agency will have installed .Net Framework 4.0 Client Profile and Adobe Acrobat Pro software. Adobe Acrobat Pro must be purchased and installed separately for each Agency user who will be interacting with Accela Electronic Document Review for plan review and markups.
- Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
- Creation of additional Adobe activities (stamps and buttons)
- Provide timely and appropriate responses to Accela's request for information.

Acceptance Criteria:

- Accela Electronic Document Review Specification Document provides details of all configuration elements based on Accela Automation back office configuration.
- Demonstration of the operational Accela Electronic Document Review functionality per the specification document(s).

Acceptance Review Period:

- Ten (10) business days

USER EXPERIENCE

V360 User Experience is comprised of the fine-tuning of the User Interface (“look and feel”) of the system, usability and security. This portion is completed prior to User Acceptance Testing to provide a more refined view of the system and assistance with system acceptance for new users. Accela will use the completed configuration and standard, best practice V360 User Interface as a starting point for analysis and documentation of desired look and feel of Accela Automation V360 user interface.

V360 User Console configuration will be accomplished through a series of onsite, and remote web meeting, workshops. These workshops will be used in order to accomplish the requested changes, in real-time, and provide ad-hoc training/knowledge transfer to Agency staff on the process of modifying the look and feel of Accela Automations V360 User Interface. Per Accela’s best practice methodology, each workshop will be 2 hours long. Information collected, and updated, during the workshop include detailed settings related to the following topics:

- User Consoles and Form Layout
 - Navigation tools
 - Search screens and data filtration tools
 - Proximity Alerts
 - Dynamic Themes
 - Portal text settings, including disclaimers, help text and watermarks
 - Portal fit into Agency site
- In terms of specific output, the following will be executed for this deliverable:
 - **Scope Constraint Error! No text of specified style in document..11** – Completion of 20 User Experience Workshops

Accela Responsibilities:

- Conduct sessions to capture the required look and feel functionality of the Accela Automation system.
- Conduct meetings via email, WebEx, phone, and in person to gather and validate analysis input.
- Build the user experience components as discovered during workshops.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela’s request for information.

- Make available the appropriate Agency key users and content experts to participate in the user experience analysis.
- Complete any additional User Experience updates as desired by the Agency after the workshops are completed.
- Schedule participants and meeting locations for analysis workshop activities.

Acceptance Criteria:

- Completion of 20 User Experience Workshops.

STAGE 5 – READINESS

ACCELA AUTOMATION SETUP – PRODUCTION

Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the production environment. Accela technical staff will validate the proper installation and configuration of the Accela Automation environment. This Deliverable is defined as the installation of the Accela Automation software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Automation, existing documentation on the installation of Accela Automation will be updated to include the Production information and provided to the Agency as reference material.

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

Scope Constraint Error! No text of specified style in document..12 – Installation and updated documentation for the Production Environment.

Specifically, Accela will perform the following tasks within the support environment:

- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (Microsoft SQL Reporting Services).

Accela Responsibilities:

- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
- Deliver and install the Accela Automation software on the Agency server.
- Provide hardware and installation documentation to Agency in order to facilitate procurement.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.

- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

Acceptance Criteria:

- Confirmation of ability to log into the Accela Automation software and navigate to the Accela Citizen Access page for the PROD environment that has been installed on Agency hardware.

ADMINISTRATIVE TRAINING

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation 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.

The following Admin training courses will be delivered:

Scope Constraint 18.13 – Two instances of **Accela Automation Admin Usage**, 3.5 days, up to 10 students

Scope Constraint 18.14 – Two instances of **Accela Automation Database Schema**, 1 day, up to 10 students

Scope Constraint 18.15 – Two instances of **Accela Automation Citizen Access Admin**, 1 day, up to 10 students

Scope Constraint 18.16 – One instance of **Accela Automation GIS Admin**, 1 day, up to 10 students

Scope Constraint 18.17 – One instance of **Accela Automation Self-Hosted Admin**, 1 day, up to 10 students

Accela Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- 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.

Acceptance Criteria:

- Execution of listed training courses

REPORT WORKSHOP

Accela will provide training and onsite support in a “hand’s on”, report development workshop. Our aim is to educate Agency resources on all aspects of report writing in Accela Automation 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. Up to seven (7) agency staff may attend the Report Workshop.

Please note, Accela does not train on the use of 3rd party tools, specifically, report development tools. Accela assumes that Agency staff have appropriate training and/or experience with Microsoft SQL Reporting Services.

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

Scope Constraint 19.18 – Two instances of a **Report Workshop**, 5 days, up to 7 students

Accela Responsibilities:

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

Agency Responsibilities:

- Select and prepare the power-users and/or admin staff who will be participating in the workshop
- Provide suitable Agency facilities to accommodate 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.

Acceptance Criteria:

- Completion of 5-day Report Workshop

SCRIPTING WORKSHOP

Accela will provide training and onsite support in a “hand’s on”, script development workshop. Our aim is to educate Agency resources on all aspects of script writing in Accela Automation 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. Up to seven (7) agency staff may attend the Script Workshop.

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

Scope Constraint 20.19 – Two instances of a **Scripting Workshop**, 5 days, up to 7 students

Accela Responsibilities:

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

Agency Responsibilities:

- Select and prepare the power-users and/or admin staff who will be participating in the workshop
- Provide suitable Agency facilities to accommodate 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.

Acceptance Criteria:

- Completion of 5-day Scripting Workshop

TRAIN THE TRAINER

This Deliverable includes the Delivery by Accela of a 5-day "Train-the-Trainer" course. Accela best practices have proven that class sizes no larger than 7 participants are more successful with students who meet the pre-requisites of the course. The Accela Trainer will work with the Agency if a class size needs to be modified to ensure a successful instruction outcome.

End User Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each To-Be Analysis Document. Accela recommends the Agency adopt the "80/20 rule" for training, focusing the majority of their training on 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current and comprehensive training documentation in a format that can be customized by the Agency.

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

Scope Constraint 21.20 – Two instances of Train the Trainer, 5 days, up to 7 students

Accela Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Provide 5 day Train-the-Trainer course sessions.
- Perform post-training evaluation(s) to ensure Agency staff has the necessary information to perform their train-the-trainer duties.

Agency Responsibilities:

- Identify the Agency resources who will receive the training and who have the skills to perform as "trainers", if required.
- Provide a training room at the Agency facilities to conduct the 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.

Acceptance Criteria:

- Execution of 5 day Train-the-Trainer course sessions and verification that individuals have the information required to perform their train-the-trainer duties.

USER ACCEPTANCE TESTING (UAT)

This deliverable is comprised of the assistance Accela will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Accela will provide of 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 Automation solution are operating properly (i.e., integration testing).

Accela will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and a defined testing process. Accela will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. Accela will work with the Agency to develop a test plan and deliver up to 10 sample test scripts, as well as an issue log to track the progress of testing. It should be noted that Accela will plan for a **total of 3 months to complete this deliverable for Phase 1, and 3 months for Phase 2.**

If the Agency does not devote adequate time and staffing to UAT in order to completely test the solution, Accela may opt to postpone go-live at the Agency's expense. Accela 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:

- **Scope Constraint 22.1** – 3 Months of User Acceptance Testing for Phase 1
- **Scope Constraint 22.2** – 3 Months of User Acceptance Testing for Phase 2

Accela Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Lead the Agency in up to 3 months of User Acceptance testing, per Phase 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 Accela'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 scripts.

-
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:

- Completion of up to 3 months of UAT for Phase 1 and up to 3 months for Phase 2

STAGE 6 - DEPLOY

PRODUCTION SUPPORT

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela 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, Accela 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 Automation used in Production environment for Agency daily use

Accela Responsibilities:

- Provide on-site resources to support the move to Production 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 Accela'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 first used by the Agency for daily use



POST DEPLOYMENT SUPPORT AND TRANSITION TO CRC

This deliverable is comprised of the post- Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Accela will provide support for 2 weeks immediately following deployment (go-live).

Accela will work with the Agency to identify and address issues identified during this period using a Post Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela, as well as any other issues that the Agency wishes to track (outside of scope, phase 2, etc.). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Automation. Specifically, Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

At the end of the support period, Accela will provide a final a final copy of the issue tracker to the customer and disable the list. Additionally a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela CRC for the purpose of transitioning support of future issues and question from the Agency to Accela CRC.

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

- **Scope Constraint 24.21** – Phase 1 - 3 staff onsite for week one of go-live (4 days), 2 staff onsite for week two (3 days) and remote support thereafter
- **Scope Constraint 24.2** – Phase 2 - 3 staff onsite for week one of go-live (4 days), 2 staff onsite for week two (3 days) and remote support thereafter

Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components
- Assist with the identification of issues for the Post Production Issues List
- Assist with issues that may arise related to the deliverables in this SOW
- Transfer ongoing support of the client and to the CRC to address any post Production issues that require remediation

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to Accela'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

Acceptance Criteria:

- Execution of 2 weeks of post-Production support
- Official transfer from the Accela Services project team to the Customer Resource Center (CRC)

SCOPE CONSTRAINTS

Throughout the Statement of Work there are references to scope constraints. The purpose of the list below is to clearly identify every hard scope constraint. Each entry is linked to the actual statements throughout the Statement of Work and the numbering is associated with the header sections.

Scope Constraint 1.1 – GAP Analysis Document with comprehensive findings that detail the desired To-Be requirements of the solution.	26
Scope Constraint 2.1 – GAP Analysis Document with comprehensive findings that detail the desired To-Be requirements of the solution.	27
Scope Constraint 3.1 – Phase 1, One session of Core Team Training 1 day course, up to 14 students	29
Scope Constraint 4.1 – Installation and documentation specifically for the Phase 1 Dev, Phase 2 Dev, and Test Environment.	30
Scope Constraint 6.1 – A total of 90 Business Processes are in scope for this project (40 high complexity, 30 medium complexity and 20 low complexity).	31
Scope Constraint 6.2 – A total of 10 Prototypes	31
Scope Constraint 9.1 – Data Conversion will occur from the following Agency Legacy Systems, Naviline, CLIPS, BL Verify, Fire Property Inventory and BLIM.	37
Scope Constraint 12.1 - Accela will develop 200 total scripts, 160 EMSE and 40 Expressions	41
Scope Constraint 13.1 – 25 number of High Complexity Reports	42
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Scope Constraint 16.1 – Completion of 20 User Experience Workshops.....	45
Scope Constraint 17.1 – Installation and updated documentation for the Production Environment.	46
Scope Constraint 18.1 – Two instances of Accela Automation Admin Usage , 3.5 days, up to 10 students	47
Scope Constraint 18.2 – Two instances of Accela Automation Database Schema , 1 day, up to 10 students	47
Scope Constraint 18.3 – Two instances of Accela Automation Citizen Access Admin , 1 day, up to 10 students ..	47
Scope Constraint 18.4 – One instance of Accela Automation GIS Admin , 1 day, up to 10 students	47
Scope Constraint 18.5 – One instance of Accela Automation Self-Hosted Admin , 1 day, up to 10 students	47
Scope Constraint 19.1 – Two instances of a Report Workshop , 5 days, up to 7 students	48
Scope Constraint 20.1 – Two instances of a Scripting Workshop , 5 days, up to 7 students	48
Scope Constraint 21.1 – Two instances of Train the Trainer , 5 days, up to 7 students	49
• Scope Constraint 22.1 – 3 Months of User Acceptance Testing for Phase 1.....	47
• Scope Constraint 22.2 – 3 Months of User Acceptance Testing for Phase 2.....	47
Scope Constraint 24.1 – Phase 1 - 3 staff onsite for week one of go-live (4 days), 2 staff onsite for week two (3 days) and remote support thereafter	52
• Scope Constraint 24.2 – Phase 2 - 3 staff onsite for week one of go-live (4 days), 2 staff onsite for week two (3 days) and remote support thereafter.....	49

GLOSSARY

ACCELA CITIZEN ACCESS

A customizable Web-based application that integrates with Accela Automation to provide citizens with online access to government services and information. Also called ACA.

ACCELA DOCUMENT SERVICE SERVER

Hosted on ColdFusion MX Web Server.

ACCELA GEOGRAPHIC INFORMATION SYSTEM (AGIS)

An interface that integrates with Accela Automation to provide automated maps from a central database. This system provides a geographic representation of all land-use, zoning, and infrastructure information associated with a parcel, permit, inspection, or plan. Also called Accela GIS (AGIS).

ACCELA MOBILE OFFICE

A mobile application that works in conjunction with Accela Automation and Accela GIS to extend processing capabilities to the field for assigned jobs such as inspections or work orders and the related application information. Accela Mobile Office runs on Windows operating systems including Windows XP, making it compatible with a variety of mobile devices. After the 7.1 release, Accela Mobile Office can operate using the .NET framework.

ACCELA AUTOMATION VANTAGE360

A series of Accela products including Accela Automation, Accela Citizen Access, and reporting solutions. This is a three-tier application, which consists of a Web server, an EJB application server, and a reporting server. Among them, Accela Automation Web tier is hosted on a Jetspeed Web server. This architecture provides users with the ability to use personalized consoles to access and display a targeted view of agency information. Also called Accela Vantage360.

APO

Address, Parcel, and Owner information. Addresses are physical locations related to parcels. Parcels are a piece of land with a specific location and legally defined boundaries. A parcel may have multiple addresses. Owners are linked to specific parcels and can be considered the main person responsible for a parcel, as well as a point of contact.

APPLICATION-SPECIFIC INFORMATION

Fields an agency includes on an application (permit or form) in addition to the standard application fields. Administrators can customize the fields within each Application-Specific Information (ASI) group, and determine whether users can search for an application based on those fields. See also Activity-Specific Information.

ASSESSOR'S PARCEL NUMBER

A designation provided by the assessor's office, sometimes referred to as the tax lot number, parcel number, or APN. When a user selects a specific parcel number, Accela Automation displays the information associated with that parcel, such as property owner, assessed value, section-township-range, and parcel size.

CASE

The basic record in the Enforcement module. Each permit, license, complaint, internal service request, evaluation, and other forms that an agency manages is identified with a unique case number. See Record.

COMMA SEPARATED VALUE (CSV)

A file format used as a portable representation of a database. Each line is one entry or record and the fields in a record are separated by commas. Commas may be followed by arbitrary space or tab characters which are ignored. If a field includes a comma, the whole field must be surrounded with double quotes.

CONSOLE

The entire working area of the page within Accela Automation, including the control panel, main links, portlets, and all the information displayed for the user.

DATABASE

A collection of data arranged in tables that are composed of rows and columns.

EDMS

Electronic Document Management is an automated system that supports the creation, use, and maintenance of electronically-created documents. See ADS (Accela Document Service).

EMSE

Event Manager and Script Engine are tools to automate and simplify agency processes. Certain scripts are programmed to run for managing and controlling events.

ESRI

The Environmental Systems Research Institute provides the standard in geographic or spatially referenced systems and applications. They offer ARC/INFO, Archive, ArcIMS, ArcSDE, and ArcGIS.

FEE

An established price that must be paid for a specific service, permit or other case-related task, as specified in an agency's ordinances.

FUNCTION IDENTIFICATION (FID)

Four-digit identification numbers used to enable fields, security permissions, or functionality in Accela Automation.

GIS

A Geographic Information System is a program that manages and tracks map information. Accela GIS is a GIS interface that integrates with Accela Automation.

GOVXML

An Extensible Markup Language used as an application programming interface, allowing agencies to use various applications in together with Accela Automation. GovXML is a standard for government solutions. It provides a common interface for all government Internet-based applications, providing a means of information transfer between back-end systems and front-end vendors.

INSPECTION

A general observation of an asset or permit application. An inspection may include many specific observations.

INSPECTION TYPE

A specific kind of inspection.

APPLICATION INTAKE FORM

An intake form which allows the user to view many fields when creating, editing, or reviewing an application, work order, or service request. The single portlet entry and review form is organized into sections that correspond with record tabs. Accela Vantage360 feature only.

LIST PORTLET

A portlet that contains a list of items. Some list portlets are combined with a form portlet. See Detail Form Portlet.

MENU NAVIGATION

Drop-down menus that agency administrators create to organize and group daily tasks. They are used in place of, or in addition to, the standard menu scroll record tabs.

MODULE

A solution is a group of modules and add-on products that work together for a specific purpose. All modules share the same interface and several other major features. In addition to the similarities, each module lets you perform a specialized set of tasks related to land management, planning, permitting, or other agency-specific tasks. Some of the modules available for Accela Automation are Accela Asset Management, Accela Land Management, Accela Licensing & Case Management, and Accela Public Health & Safety.

ORGANIZATION

Any society associated with a case, project, or parcel, including public agencies, private businesses, and not-for-profit organizations.

PARCEL

A piece of land with a specific location and legally defined boundaries.

PARCEL NUMBER

Assessor's parcel number, or tax lot number.

PERMIT

Basic form used in Land Management. See Record.

PORTLET

A section of the Web page dedicated to display information or perform tasks. Portlets divide main links into smaller functional areas and act as containers, or frames, for certain operations, files, or links. See Main Link.

PROJECT

A group of related permits and other applications, such as a large development. Each project has a unique name and a project number.

PUBLIC USER

Anyone who uses the public facing portion of Accela Citizen Access, Accela IVR, or other Accela add-on products, is defined as a public user. Public users include Anonymous users and Registered users who either navigate the agency's Accela Citizen Access Web site or who use the Accela IVR phone and follow the call flow. System administrators can control which functions are available for both types of users. See Anonymous User and Registered User.

QUICKQUERY

A search pre-defined by an administrator that helps users to quickly access a list of items.

RECORD

A term that represents the identification number of broad range of items or forms that users manage within Accela Automation, such as application, case, license, permit, service request, and work order.

RECORD ID

The identification number of a record in Land Management or Service Request modules, or a work order in Asset Management module.

REFERENCE DATA

Administrator-defined information that can be copied into a Record. For example, a parcel record is created by an administrator, with information on the location and size of the parcel. This information is reference data. When a user creates an application to build a house on the parcel, the information contained in the parcel record can be copied into the building application. The copy of the reference data is called transactional data, and it is independent of the reference data. See Transaction Data.

REGISTERED USER

A public user with a registered Accela Citizen Access account. System administrators can control which functions are available to both types of users. See Public User and Anonymous User.

REPORT

A dynamic catalog that helps track the inspection data on a mobile device.

REPORT MANAGER

A common service in Accela Automation that interfaces with major reporting engines such as Accela Report Writer, Crystal Reports, Microsoft Reporting, and Oracle Reports. Reports written using these tools are set up in Report Manager and run from Accela Automation portlets.

SMARTCHART

A graphical representation of data that allows a manager to filter and review specific items such as new permits this quarter, or the number of permits on Hold this month in comparison to each of the previous six months.

SOLUTION

A solution is a group of modules and add-on products that work together for a specific purpose. An Accela add-on is an additional product that enhances the functionality of Accela Automation modules. Some of the modules available for Accela Automation are Accela Asset Management, Accela Land Management, Accela Licensing & Case Management, and Accela Public Health & Safety. Some of the add-ons available for Accela Automation are Accela Citizen Access, Accela GIS, Accela IVR, and Accela Wireless.

STANDARD CHOICE

Configurations used by Accela to set up feature functionality such as options available in drop-down lists and default values for a field.

THIRD-PARTY SUPPORTING SOFTWARE

Add-on and plug-in products that are not supplied by Accela Automation or the user.

TRANSACTION DATA

Data in a Record that has been copied from Accela reference data. For example, a parcel record is created by an administrator, with information on the location and size of the parcel. This information is reference data. When a user creates a permit application to build a house on the parcel, the information contained in the parcel record can

be copied into the building permit application. The copy of the reference data is called transactional data, and it is independent of the reference data. See Reference Data.

URL

The Uniform Resource Locator represents the global address of documents and other resources on the World Wide Web.

WORKFLOW

A set of tasks an agency defines and follows in order to process a permit application. Workflow functions as a checklist once a building permit is submitted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 1732 North First Street, Suite 400 San Jose, CA 95112 Attn: 408-467-5600, F 408-467-5699, CA Lic 0437153 102298337-STND-GAWU-14-15	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Accele, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583 925-659-3200, F 925-659-3201	INSURER A : National Fire Insurance of Hartford		NAIC # 20478
	INSURER B : Valley Forge Insurance Co		20508
	INSURER C : Continental Insurance Co		35289
	INSURER D : Continental Casualty Company		20443
	INSURER E : National Union Fire Insurance Co. Of Pittsburgh, PA		19445
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: SEA-002490926-13 REVISION NUMBER: 15

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4034953606	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6013899017	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4034954156	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6013899003 6013898997	09/01/2014 09/01/2014	09/01/2015 09/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors & Omissions			01-546-13-29	09/01/2014	09/01/2015	Limits 5,000,000 SIR 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: CBE No. 603010 - Blitz System Services and License Agreement.

Certificate Holder is included as Additional Insured as respects to the General Liability with respects to Insured's operation as requested per written contract. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability and Workers Compensation as permitted by law.

Auto Physical Damage Deductible: \$1000 Owned/Hired Comprehensive/Collision.

CERTIFICATE HOLDER

Clark County Nevada
c/o Purchasing and Contracts Div. Government Center, 4th Fl
500 S. Grand Central Pkwy
PO Box 551217
Las Vegas, NV 89155-1217

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Daniel Yim

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AGENCY CUSTOMER ID: 102298337

LOC #: San Jose



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583 925-659-3200, F 925-659-3201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

National Fire Insurance of Hartford - A XV

Valley Forge Insurance Co - A XV

Continental Insurance Co - A XV

Continental Casualty Company - A XV

National Union Fire Insurance Co. of Pittsburgh, PA - A XV

30-Day Notice of Cancellation: In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), the carrier agrees to mail prior written notice of cancellation or material change to the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>CLARK COUNTY, NEVADA C/O PURCHASING & CONTRACTS DIVISION 500 S. GRAND CENTRAL PKWY 4TH FL PO BOX 551217 LAS VEGAS, NEVADA 89155-1217</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Number of days advance notice: 30

2. Name: Clark County Nevada

3. Address: c/o Purchasing and Contracts Div. Government Center, 4th Floor
500 S. Grand Central Pkwy
PO Box 551217
Las Vegas, NV 89155-1217



ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
CLARK COUNTY, NEVADA C/O PURCHASING & CONTRACTS DIVISION 500 S. GRAND CENTRAL PKWY 4TH FL PO BOX 551217 LAS VEGAS, NEVADA 89155-1217

1. Paragraph **A.1. Who Is An Insured** of Section II – **LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section IV – **BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:
 "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:
 1. Is currently in effect or becomes effective during the term of this policy; and
 2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.



All other terms and conditions of the Policy remain unchanged.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

[X] 30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	Clark County Nevada
Attention:	c/o Purchasing and Contracts Div. Government Center, 4 th Floor
Street Address:	500 S. Grand Central Pkwy
City, State, ZIP:	Las Vegas, NV 89155-1217
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
<i>(Include d.b.a., if applicable)</i>						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
<i>(If different from above)</i>						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

List any disclosures below:
 (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

EXHIBIT E – LICENSE

This Licensed Software is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

1. Intellectual Property License

- 1.1 License: The software products ("Software") listed in Attachment A hereto is protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to County a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
- 1.1.1 The Software is provided for use only by County employees, and by County's contractors, agents and officials when and to extent utilized for the direct benefit of County.
- 1.1.2 The Software will be delivered or made available to County for electronic download from Accela's File Transfer Protocol ("FTP") site.
- 1.1.3 The Software may be installed on one or more computers but may not be used by more than the number of users for which the County has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit County's use of the Software to ensure that County has paid for an appropriate number of licenses. Should the results of any such audit indicate that County's use of the Software exceeds its licensed allowance, County agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by County upon assessment. County agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for County's unlicensed use of the Software.
- 1.1.4 County may make backup copies of the Software only to protect against destruction of the Software. County may copy Accela's documentation only for internal use by County's employees.
- 1.1.5 County may not make any form of derivative work from the Software, although County is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to County by Accela.
- 1.1.6 County may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 1.1.7 County is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in County's possession or control.
- 1.1.8 County may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this Agreement.
- 1.1.9 County is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; County is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. County may not decompile or reverse-engineer the Software.
- 1.1.10 All rights not expressly granted to County are retained by Accela.
- 1.1.11 "In the event that Accela ceases to license and/or support any product licensed to County ("Old Product") and releases a new product whose functionality, features and price are substantially similar to those of the Old Product ("Successor Product"), Accela shall make the Successor Product available to the County in consideration of license fees already paid, provided that County ceases to use the Old Product and provided the County is current on Maintenance coverage.

1.2 License Warranties

1.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this Agreement, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for County the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

1.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products.

1.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

1.3 Compensation

1.3.1 License Fees: In exchange for the Software described hereinabove, County will pay to Accela the amounts indicated in Attachment A.

1.3.2 Payment Terms: Amounts: are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption. County will be invoiced sixty (60) days after execution of this Agreement and payment will be due thirty (30) days from County's receipt of invoice.

1.4 Removal and Destruction of Software: Within ten (10) business days following termination of this Agreement by either Party, County will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. County will certify said removal and destruction to Accela within fifteen (15) business days following termination of the Agreement.

1.5 Survival: The following provisions of this Exhibit will survive the termination or expiration of the Agreement: Section 1.3 and all subsections thereof, as to County's obligation to pay any fees accrued or due at the time of termination or expiration.

ATTACHMENT A – LICENSE FEES

License Summary

Product	QTY	Net Price
Accela Mobile Office Site License P07	1.00	\$187,000.00
Accela GIS Site License P07	1.00	\$136,000.00
Accela Land Management Site License P07	1.00	\$680,000.00
Accela Citizen Access Server Software	1.00	\$7,476.60
Accela Citizen Access Population Fee	891,305	\$48,486.99
Accela Citizen Access Module Fee	2.00	\$14,953.20
Accela Licensing and Case Mgt Department Site License P07	1.00	\$238,000.00
Subtotal		\$1,311,916.79
	TOTAL:	\$1,311,916.79

License Fees are fixed-price deliverables for which full payment is due as provided in Sec. 1.3.2 (above).

END OF DOCUMENT

EXHIBIT F – MAINTENANCE SERVICES

The Maintenance Services is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

1. Term, Termination and Resumption

1.1 Term: Maintenance is effective as of the date of County's signature and will continue as long as County continues its maintenance coverage. County may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; Fees for the second and third annual terms will be the same as the initial term. Thereafter, said fees will not increase by more than three percent (3%) or the percent change in the Consumer Price Index (CPI), All Urban Consumers, not seasonally adjusted, U.S. city average, all items, Series ID CURR0000SA0, for the 12 month period from May to May, whichever is less, from the maintenance fees for the preceding term. If CPI-U is negative, fees will remain unchanged from prior year's fees. Should County fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If County resumes maintenance coverage after one or more periods without such coverage, County will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2. Scope of Maintenance

2.1 Maintenance Services

2.1.1 Telephone Support : Accela will provide County with a telephone number to contact the County Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.

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

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

2.1.4 Remote Support: When required to properly resolve a maintenance request, Accela will provide remote assistance to County via the Adobe Connect™ environment or another mutually-acceptable remote communications method.

2.1.5 On-Site Support: If County does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to County at Accela's then-current time-and-materials rates. In addition to these charges, County will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

2.1.6 Software Updates: Accela will provide revisions of and enhancements to maintained software products to County as such updates are generally-released by Accela. Software updates will be delivered or made available to County for electronic download from Accela's File Transfer Protocol ("FTP") site.

2.2 Maintenance Limitations

2.2.1 Limitations Generally: The following are not covered by these Maintenance Services, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the Accela-maintained software products;
- b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
- c) Services required by County to be performed by Accela outside of Accela's usual working hours;
- d) Services required due to external factors including, but not necessarily limited to, County's use of software or hardware not authorized by Accela;

- e) Services required due to the operation of interfaces between the Accela-maintained software products and other software products or systems, even where such interfaces were provided or implemented by Accela;
- f) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- g) Services which relate to tasks other than maintenance of County's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- h) Services requested by County to implement software updates provided by Accela; and
- i) New or additional applications, modules, or functionality released by Accela during the term of these Maintenance Services.

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

2.3 Warranty: Accela will commence and complete the maintenance obligations described in these Maintenance Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, County's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding County's maintenance request.

2.4 Compensation

2.4.1 Maintenance Fees: In exchange for the Maintenance Services described hereinabove, County will pay to Accela the amounts indicated in Attachment A, hereto.

2.4.2 Payment Terms: Amounts are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption. County will be invoiced for the initial term of maintenance sixty (60) days after execution of this Agreement and payment will be due thirty (30) days from County's receipt of invoice.. Maintenance payments for renewal terms(s) are due thirty (30) days from County's receipt of invoice.

3. Other Terms and Conditions

3.1 County Obligations: As required, County will provide Accela with appropriate access to County's facilities, data systems, and other resources. If security restrictions impair such access, County acknowledges that some maintenance services hereunder may not be provided to County. It is County's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If County's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge County for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

3.2 Proprietary Rights: The remedial methods, software updates, and product information provided to County pursuant to these Maintenance Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to County a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of these Maintenance Services and other agreements between Accela and County.

3.3 Limitation of Liability: Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the application services may be adversely affected by remedial or other actions performed pursuant to these Maintenance Services; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special,

compensatory, or punitive damages whatsoever suffered by County or any other person or entity exceed \$1,000,000.00, even if Accela or its agents have been advised of the possibility of such damages.

3.5 Survival: The following provisions will survive the termination or expiration of these Maintenance Services: Section 1.1, as to County's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 2.3, as to limitation of remedy; Section 2.4 and all subsections thereof, as to County's obligation to pay any fees accrued or due at the time of termination or expiration; Section 3.2, 3.3.

Attachment Follows.

Attachment – A

Maintenance Summary

Product	QTY	Annual Maintenance and Support Net Price
Accela Mobile Office Site License Annual Maintenance and Support	1.00	\$55,000.00
Accela GIS Site License Annual Maintenance and Support	1.00	\$40,000.00
Accela Land Management Site License Annual Maintenance and Support	1.00	\$200,000.00
Accela Citizen Access Annual Maintenance and Support	1.00	\$2,199.00
Accela Citizen Access Annual Maintenance and Support	1.00	\$4,398.00
Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support	1.00	\$70,000.00
Subtotal		\$371,597.00
TOTAL:		\$371,597.00

Maintenance Fees are fixed-price deliverables for which full payment is due as provided in Section 2.4.2 (above).

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