

CITY OF PALO ALTO CONTRACT NO. C14152219

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND ACCELA, INC.

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 8th day of January, 2014, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and ACCELA, INC., a California Corporation, located at 2633 Camino Ramon, Suite 120, San Ramon, CA 94583(PH)925-659-3200 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to continue receiving maintenance and support services for the ACCELA Automation VelocityHall, now referred to as ACCELA AUTOMATION™/AND ACCELA CITIZEN ACCESS™, GovXML, IVR, and AA Clasic Web-Based permitting applications, ("Project) and desires to engage "CONSULTANT" to provide these maintenance services ("Services").

B. CONSULTANT has represented that it and any subcontractors have the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from October 1, 2013 through September 30, 2018 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement

shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed Six Hundred Fifty Seven Thousand Eight Hundred Fifty Two Dollars and Eighty One Cents (\$657,852.81). The applicable rates and schedule of payment are set out in Exhibit "C-", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

CITY may elect to continue its maintenance coverage for additional annual terms by paying to CONSULTANT the fees associated with such terms when these are due. Should CITY fail to renew its maintenance coverage or pay the applicable fees, CONSULTANT reserves the right to withhold all support. If CITY resume maintenance coverage after one or more periods without such coverage, CITY 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.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit yearly invoices to the CITY due on the payment schedule set forth in Exhibit C-1. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and

in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all material errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void. Notwithstanding, CONSULTANT may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Tracey Reliford as the project manager to have supervisory responsibility for the performance, progress, and execution of the Services and the project to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is Sherrie Wong, Information Technology Department, Information Technology Project Services Division, 250 Hamilton Avenue, Palo Alto, CA 9430, Telephone: 650-617-3152. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. The remedial methods, software updates, and product information provided to CITY pursuant to this agreement are protected under the laws of the

United States and the individual states and by international treaty provisions. CONSULTANT retains full ownership in such items and grants to CITY a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this agreement and other agreements between CONSULTANT and CITY.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not

be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, all rights granted to CITY are cancelled and revert to CONSULTANT.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Contract Administrator
 at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has

no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION: As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the City's Environmentally Preferred Purchasing policies which are available at the City's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of the City's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

- All printed materials provided by Consultant to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Consultant on behalf of the City shall be purchased in accordance with the City's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional cost to the City, for reuse or recycling. Consultant shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of

Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.


25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

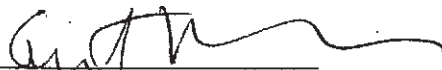
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

for City Manager

ACCELA, INC.
By: 

Name: Colin M. Samuels

APPROVED AS TO FORM:


Senior Asst. City Attorney

Title: General Counsel & Asst. Corp. Sec.

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "A-1" HOSTED APPLICATIONS
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT "A"
SCOPE OF SERVICES

HOSTING AND MAINTENANCE SERVICES

1 Background This Scope of Services defines the details of the Hosting and Maintenance services ("MA") Scope and 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.

2 Scope of Maintenance

2.1 Maintenance Services

2.1.1 Telephone Support Accela will provide CITY with a telephone number to contact the Customer 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, which include: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the Friday after, ½ day on Christmas Eve, Christmas, and ½ day on New Year's Eve. The CRC shall provide CITY with maintenance and technical support.

2.1.2 E-Mail Support Accela will provide CITY with one or more electronic mail addresses to which CITY 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 CITY 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 CITY via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.

2.1.5 On-Site Support If CITY does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to CITY at Accela's then-current time-and materials rates.

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

2.2 Maintenance Limitations

2.2.1 Additional Maintenance Services (Optional) The following are not covered by

this MA, but may be separately available at rates and on terms which may vary from those described herein and may be added to this Agreement with a mutually agreed upon amendment:

- 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 CITY to be performed by Accela outside of Accela's usual working hours as referenced in Section 2.1.1 above;
- d) Services required due to external factors including, but not necessarily limited to, CITY's use of software or hardware not authorized by Accela;
- e) Services which relate to tasks other than maintenance of CITY'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;
- f) Services requested by CITY to implement software updates provided by Accela pursuant to this MA;
- g) New or additional applications, modules or functionality to support or enhance the Accela-maintained software products;
- h) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

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

2.3 Security Accela will provide physical security for the equipment utilized by the CITY for the purposes of this Agreement and will provide network security.

2.4 Warranty Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from

documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, City'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 City's maintenance request.

Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by CITY or any other person or entity exceed the fees paid to Accela by CITY during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

3. Hosting Services Accela will provide the following hosting services for the maintained software products listed in Exhibit A-1 ("Hosted Applications"):

3.1 System Administration and Security The Hosted Applications will be hosted by Accela on Accela owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of CITY's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.2 Infrastructure Availability Accela will provide CITY with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance and will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing planned events, Accela warrants that the Hosted Applications will be generally-available no less than ninety-eight percent (98%) of each calendar day. For each calendar day during which the availability of the Hosted Applications does not achieve the established standard, Accela will credit two hundred dollars (\$200.00) to CITY's account as liquidated damages, provided that the substandard availability is identified by CITY in writing or by e-mail to Accela and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to CITY.

3.3 CITY Property CITY warrants that that it exclusively owns its data and that it has both

the right and the authority to provide such data to Accela. CITY retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this Service Agree Agreement. Within thirty (30) calendar days following termination or expiration of this Service Agreement, CITY may request that Accela provide a complete copy of CITY's data, as such may be updated or modified by CITY's use of the Hosted Applications, to CITY in a machine-readable format. Accela will comply in a timely manner with such request, provided that CITY a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays all unpaid amounts due to Accela.

4. Other Terms and Conditions

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

EXHIBIT "A-1"
HOSTED APPLICATIONS

(Modules City is currently licensed)

Accela Automation/Velocity Hall Modules

AA Classic:

Building Inspection
Planning Entitlements
Code Enforcement
Fire Permits
Public Works
Business License

Accela Citizen Access
GovXML
Selectron IVR

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Maintenance and Support Services (As described in Exhibit "A")	October 1, 2013-September 30, 2014
Maintenance and Support Services (As described in Exhibit "A")	October 1, 2014- September 30, 2015
Maintenance and Support Services (As described in Exhibit "A")	October 1, 2015- September 30, 2016
Maintenance and Support Services (As described in Exhibit "A")	October 1, 2016- September 30, 2017
Maintenance and Support Services (As described in Exhibit "A")	October 1, 2017- September 30, 2018

EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and reimbursable expenses shall not exceed \$657,852.81. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$0. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$657,852.81 and the total compensation for Additional Services does not exceed \$0.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Year 1 (Maintenance and Support)	\$119,054.78
Year 2 (Maintenance and Support)	\$125,007.52
Year 3 (Maintenance and Support)	\$131,257.89
Year 4 (Maintenance and Support)	\$137,820.79
Year 5 (Maintenance and Support)	\$144,711.83
Sub-total Basic Services	\$657,852.81
Reimbursable Expenses	\$0
Total Basic Services and Reimbursable expenses	\$657,852.81

Additional Services (Not to Exceed) \$0

Maximum Total Compensation \$657,852.81



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/11/2013

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 Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: National Fire Insurance Company of Hartford	20478-001	
	INSURER B: Continental Casualty Company	20443-001	
	INSURER C: CNA - Continental Casualty Group	02186-909	
	INSURER D: CNA - Continental Casualty Group	02186-900	
	INSURER E: National Union Fire Insurance Co. of Pitt	19445-001	
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 20334610

REVISION NUMBER:

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 PAD CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR NSRD 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	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	5093792556	9/1/2013	9/1/2014	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5093792556	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		5093792573	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		CA 5093792542	9/1/2013	9/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AOS 5093792637	9/1/2013	9/1/2014	EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors & Omissions - Claims Made Retro Date: 1/7/2005		061856116	7/1/2013	9/1/2014	\$5,000,000 Each Occ \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured with respects to General Liability. Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability and Workers Compensation, as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

City of Palo Alto
Attn: Kathy Bradley
PO Box 10250
Palo Alto, CA 94303

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

Coll:4207943 Tpl:1699872 Cert:20334610 ©1988-2010 ACORD CORPORATION. All rights reserved.

Acceptable
deductible
(\$10K) S. Blanch
1/08/14

E 40

SUMMARY OF INSURANCE Prepared: October 7, 2013

For: Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Willis of New York, Inc. 1 World Financial Center, 200 Liberty Street New York, NY 10281
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Crime

Insurance Company	Policy Number	Policy Term
National Union Ins. Company of Pitt Pa.	08-067-13-98	7/1/2013 to 9/1/2014

Coverage Detail

Limits	Description
\$1,000,000	Maximum Aggregate For Each Coverage Section
\$10,000	Deductible – Each Single Loss
Yes	Employee Benefit Plan Coverage

Forms & Endorsements

- Coverage Territory Endorsement (OFAC)
- Notice of Claim (Reporting by E-mail)
 - California Changes
 - Amend Territorial Limits
 - Add Credit, Debit or Charge Card Forgery
 - Omnibus Named Insured
 - Clients' Property
 - Prior Theft or Dishonesty
 - Crime Advantage
 - Fidelity Research and Investigative Settlement Clause (FRISC)
 - FRISC List (Middle Market Accounts)
 - Forms Index Endorsement

SUMMARY OF INSURANCE		Prepared: October 7, 2013
For: Accela, Inc.	2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Willis of New York, Inc. 1 World Financial Center, 200 Liberty Street New York, NY 10281

Insurance Company	Policy Number	Policy Term
CNA	5093792539	09/01/2013 - 09/01/2014

Commercial Auto Coverage Detail

Amount	Symbol	Description
\$1,000,000	1	Liability Combined Single Limit
\$1,000,000	1	Uninsured / Underinsured Motorists Protection
Included	2 8	Physical Damage - Comprehensive \$1,000 Deductible
Included	2 8	Physical Damage - Collision \$1,000 Deductible
Included		Towing and Labor (\$50 Per Day)
Included		Rental Reimbursement (\$100 Per Day/30 day max)

Symbol Definition		
1) Any Auto	4) Owned Autos Other Than Private Passenger	7) Autos Specified on Schedule
2) All Owned Autos	5) All Owned Autos Requiring No-Fault Coverage	8) Hired Autos
3) Owned Private Passenger Autos	6) Owned Autos Subject to Compulsory U.M. Law	9) Non-Owned Autos

Vehicles

Vehicle	Liab	Med Pay	UM	Comp Ded	Coll Ded
2013 BMW X5 5UXZV8C57D0C16062	•		•	\$1,000	Waived
2013 BMW X6 5UXFG8C56DL591658	•		•	\$1,000	Waived

Abbreviation Definition		
Liab = Liability	Med Pay = Medical Payments	UM = Uninsured Motorist
Comp Ded = Comprehensive Deductible	Coll Ded = Collision Deductible	

SUMMARY OF INSURANCE

Prepared: October 7, 2013

For: Accela, Inc.

2633 Camino Ramon, Suite 120
San Ramon, CA 94583

Willis of New York, Inc.

1 World Financial Center, 200 Liberty Street
New York, NY 10281**Umbrella / Excess Coverage**

Insurance Company	Policy Number	Policy Term
CNA	5093792573	09/01/2013 - 09/01/2014

Coverage Detail

Limit	Description
\$10,000,000	Per Occurrence Limit
\$10,000,000	Policy Aggregate Limit
\$10,000	Retention

Underlying Policy Schedule

Policy Type	Carrier / Policy #	Policy Period	Limit
Automobile Liability	CNA / 5093792539	09/01/2013-09/01/2014	Combined Single Limit \$1,000,000
General Liability	CNA / 5093792556	09/01/2013-09/01/2014	Each Occurrence \$1,000,000
Employers Liability	CNA / 5093792556	09/01/2013 -09/01/2014	Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit \$1,000,000
Employee Benefits Liability		9/1/2012 to 9/01/2014	Each Claim \$1,000,000
Foreign General Liability	CNA/WP 595350714	9/1/2013 to 9/1/2014	Each Occurrence \$1,000,000
Foreign Auto Liability	CNA/WP 595350714	7/1/2013 to 9/1/2014	Combined Single Limit \$1,000,000
Foreign Voluntary Workers Comp	CNA/WP 595350714	7/1/2013 to 9/1/2014	Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit \$1,000,000

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, ~~CONTRACTOR OR THE ISSUING COMPANY~~ SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION. *SB*
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, ~~CONTRACTOR OR THE ISSUING COMPANY~~ SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION. *SB*

NOTICES SHALL BE MAILED TO:

**PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**