

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No: A-11132; A-11358; Resolution No.08-099

- a. Authorize the Purchasing Manager for Monterey County to execute an agreement with Accela, Inc. for professional services to implement, host, and maintain the Accela Automation software product for land use permits, information management and customer service functions in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012 and to execute up to two one year extensions of this Agreement;
b. Authorize the Purchasing Manager for Monterey County to execute an Agreement with Government Capital Corporation, a Texas corporation, for the closed end lease-purchase of the Accela Automation software product in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012; and
c. Adopt the attached resolution to create Article XXVI (Special Land Use Fees) of the County Master Fee Resolution to add a Six Percent Information Systems Technology surcharge fee to all fees for Land Use Applications, Construction Permits and Code Enforcement Activities in the Building Services Department and Planning Department for the period from July 1, 2008 through June 30, 2013.
(Agreement - PD080216/County Master Fee Resolution, County-wide)

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Purchasing Manager for Monterey County to execute an agreement with Accela, Inc. (A-11132) for professional services to implement, host, and maintain the Accela Automation software product for land use permits, information management and customer service functions in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012 and to execute up to two one year extensions of this Agreement;
b. Authorized the Purchasing Manager for Monterey County to execute an Agreement with Government Capital Corporation, (A-11358) a Texas corporation, for the closed end lease-purchase of the Accela Automation software product in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012; and
c. Adopted the attached resolution No. 08-099 to create Article XXVI (Special Land Use Fees) of the County Master Fee Resolution to add a Six Percent Information Systems Technology surcharge fee to all fees for Land Use Applications, Construction Permits and Code Enforcement Activities in the Building Services Department and Planning Department for the period from July 1, 2008 through June 30, 2013.
(Agreement - PD080216/County Master Fee Resolution, County-wide)

PASSED AND ADOPTED this 25th day of March, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on March 25, 2008.

Dated: March 25, 2008
Revised 05-02-13

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AGREEMENT TO PROVIDE THE IMPLEMENTATION OF THE ACCELA
AUTOMATION SOFTWARE FOR THE COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and ACCELA, INC., hereinafter referred to as "CONTRACTOR."

PERFORMANCE OF THE AGREEMENT

The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- Scope of Services for Accela Automation Implementation (Attachment A)
- Hosting Document (Attachment B)
- Services Document (Attachment C)
- License Document (Attachment D)
- Maintenance Agreement (Attachment E)
- Certificate of Insurance
- Additional Insured Endorsements

Work required by one of the above-referenced contract documents and not by others shall be done as if required by all.

1.0 SCOPE OF SERVICE

General scope of service is for CONTRACTOR to provide County professional services to implement, host, and maintain the software products listed within the License Document (Attachment D), executed contemporaneously by the parties.

2.0 TERM OF AGREEMENT

- 2.1 The initial term shall commence March 31, 2008 through and including December 31, 2012. County may elect to extend this AGREEMENT for two (2) additional one (1) year periods. The renewal rate for each such additional term of maintenance will be calculated as twenty percent (20%) of CONTRACTOR's then-current list license fees for the maintained software products. The renewal rate for each such additional term of hosting will be calculated as not more than 103.5% of the prior term's annual hosting fees.

3.0 TERMINATION OF THE AGREEMENT

- 3.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.
- 3.2 Either party may terminate this AGREEMENT if the other party materially breaches this AGREEMENT and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days.
- 3.3 Upon any termination or expiration of the AGREEMENT, all services are cancelled and all data shall be returned to County as provided in Section 6.2, upon such termination or expiration, all rights granted to the County are cancelled and revert to CONTRACTOR.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with the following:
 - 4.1.1 Exhibit A within Attachment C
 - 4.1.2 Exhibit A within Attachment D
 - 4.1.3 Exhibit A within Attachment E
- 4.2 The total of this AGREEMENT shall not exceed \$1,791,726.95 during the term of the AGREEMENT.
- 4.3 The Municipal Technology Lease-Purchase AGREEMENT, Appendix I, is a separate item to be executed simultaneously with this AGREEMENT between County and Government Capital Corporation. In the event that this AGREEMENT is properly terminated by County in accordance with Section 3.2 above, CONTRACTOR will be liable to County for any remaining installment payments owed by County to Government Capital Corporation pursuant to the terms of the separate finance AGREEMENT between County and Government Capital Corporation.
- 4.4 Invoice amounts shall be billed directly to the ordering department.

- 4.5 CONTRACTOR shall submit an invoice periodically or at the completion of services, but in any event, not later than thirty (30) calendar days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

5.0 COUNTY TRAVEL REIMBURSEMENT POLICY

County agrees to reimburse CONTRACTOR for reasonable travel incurred by CONTRACTOR in the performance of the scope of work outlined within this AGREEMENT in compliance with the established County Travel Policy.

6.0 COUNTY PROPERTY

- 6.1 County warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to CONTRACTOR. County retains full ownership of its data and grants to CONTRACTOR a limited, nonexclusive, nontransferable license to use said data only to perform CONTRACTOR's obligations in accordance with the terms and conditions of this AGREEMENT.
- 6.2 Within thirty (30) calendar days following termination or expiration of this AGREEMENT, County may request that CONTRACTOR provide a complete copy of County's data, as such may be updated or modified by County's use of the Hosted Applications, to County in a machine-readable format.

7.0 CONFIDENTIALITY

- 7.1 Definitions: "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given AGREEMENT. Either CONTRACTOR or County may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be

presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this AGREEMENT or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 7.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

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

7.3 Confidentiality Obligations: During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

7.4 Publicity: During the term of this AGREEMENT, including the term of any amendment hereto, CONTRACTOR may publicly disclose its ongoing business relationship with County. Such disclosures may indicate County's identity and the CONTRACTOR product(s) and services provided or contracted to be provided to County, but may not expressly or impliedly indicate County's endorsement of CONTRACTOR's products or services without County's prior written authorization.

8.0 OTHER TERMS AND CONDITIONS

8.1 County Obligations As required, County will provide CONTRACTOR with appropriate access to County's data systems and other resources. If Security restrictions impair such access, County acknowledges that some maintenance services hereunder may not be provided to County.

8.2 Limitation of Liability CONTRACTOR provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Software may be adversely affected by remedial or other actions performed pursuant to this AGREEMENT; CONTRACTOR bears no liability for and has no obligation to

remedy such effects. Except as set forth herein, CONTRACTOR provides all Software and 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 CONTRACTOR's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by County or any other person or entity exceed the fees paid to CONTRACTOR by County during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if CONTRACTOR or its agents have been advised of the possibility of such damages.

- 8.3 Force Majeure If either party is delayed in its performance of any obligation under this AGREEMENT due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 8.4 Assignment CONTRACTOR 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. CONTRACTOR may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.
- 8.5 Survival The following provisions will survive the termination or expiration of this AGREEMENT: Section 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 7 and all subsections thereof with the exception of Subsection 7.4; and Section 8 and all subsections thereof with the exceptions of Subsections 8.1 and 8.3.
- 8.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by County.

9.0 NON-DISCLOSURE

- 9.1 Disclosure. Except to the extent necessary as contemplated by this Agreement, each party agrees not to disclose any Confidential Information to any person and agrees to use its best efforts to prevent inadvertent disclosure of any Confidential Information to any person. Without limiting the generality of the preceding sentence, each party agrees to treat the Confidential Information of the other party with at least the degree of care that such party treats similar information of its own. Each party may disclose such Confidential Information to a court or other governmental authority to the extent that such disclosure is required by governmental order or by law; provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, specifying in detail the reasons why such disclosure is required, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential, and (iii) use its commercially reasonable efforts at its expense to obtain such other protective orders and protections with respect thereto as the disclosing party may reasonably request.

- 9.2 Use. Each party agrees not to use any Confidential Information for any purpose whatsoever except to the extent necessary as contemplated by this Agreement. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with such purpose and then only if such Representative is either subject to a written confidentiality agreement that would cover the confidential treatment of the Confidential Information or otherwise subject to fiduciary obligations of confidentiality that would cover the confidential treatment of the Confidential Information.
- 9.3 Protective Orders. If CONTRACTOR is requested to disclose any Information, it will promptly notify the County, to permit the County to seek a protective order or take other appropriate action. If, in the absence of a protective order, CONTRACTOR, in the opinion of its counsel, is compelled as a matter of law to disclose the Information, it may disclose to the party compelling the disclosure only the part of the Information as is required by law to be disclosed (in which case, prior to such disclosure, County will advise and consult with CONTRACTOR's and its counsel as to such disclosure and the nature and wording of such disclosure, provided such consultation does not unreasonably delay CONTRACTOR in disclosing such Information).
- 9.4 Termination of Confidentiality Obligations. The obligations of this Section 4 shall terminate with respect to any particular portion of the Confidential Information when receiving party can prove by appropriate documentation that such Confidential Information (a) was previously known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (b) was already in the public domain at the time of the disclosure thereof, or (c) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof.
- 9.5 No Disclosure/Advertising. Neither party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other party, except as the discussions or negotiations may be obligated to be disclosed under order of a court of competent jurisdiction or a valid administrative or congressional subpoena or pursuant to a proper demand under the applicable state or federal law.

10.0 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this AGREEMENT by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this AGREEMENT to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this AGREEMENT.

11.0 INSURANCE

11.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

11.2 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

11.3 Insurance Coverage Requirements: Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

11.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

11.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

11.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

11.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to

cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

11.4 Other Insurance Requirements:

All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

11.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

11.6 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

11.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

- 11.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

12. NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

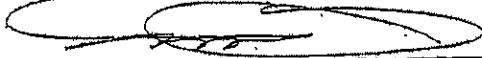
Contracts/Purchasing Manager
County of Monterey, Contracts/Purchasing Department
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

Contracts Administration
ACCELA, INC.
2633 Camino Ramon, Suite 120
Bishop Ranch 3
San Ramon, CA 94583
Tel. No.(925) 659-3200 FAX No.(925) 407-2722
contractsadmin@accela.com

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

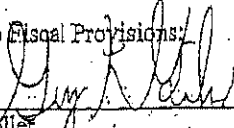
MONTEREY COUNTY



Contracts/Purchasing Manager

Dated: 5-25-08

Approved as to Fiscal Provisions:



Auditor/Controller

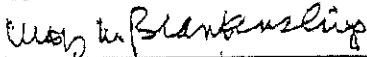
Dated: 3-25-08

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:



Assistant County Counsel

Dated: 3/25/08

CONTRACTOR

By: 

Company Representative

MICHAEL E. HARRISON - Sr. of Sales

Printed Name and Title

Dated: 3/25/08



Scope of Work for Accela Automation Implementation

Monterey County, CA



County of Monterey

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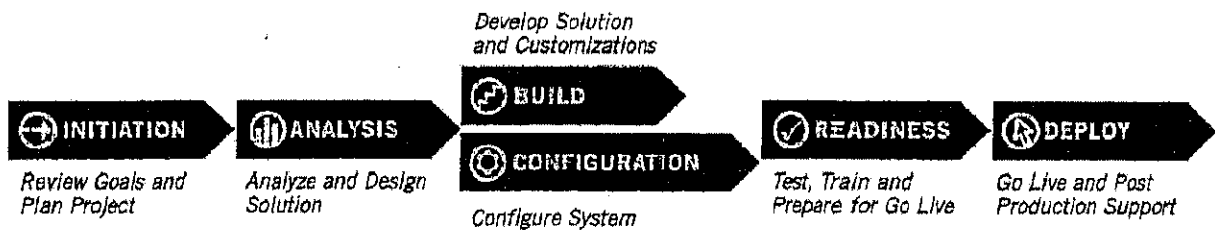
APPENDIX B: CHANGE ORDER FROM 16

ACCELA AUTOMATION IMPLEMENTATION PROCESS

Accela and TruePoint are committed not only to providing a superior software solution for Monterey County's current and future needs, but also to assist the County in the successful implementation and deployment of the solution. Accela/TruePoint has over 25 years of providing permitting systems for the public sector and is the only vendor in this market to have successfully installed and deployed a true 3-tier web-based solution.

TruePoint will work with County staff to optimize Accela's portfolio of software, and customer experience to enable the County to successfully deploy its Accela Automation solution and meet its functionality, timing and cost requirements.

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



SCOPE OF SERVICES

TruePoint proposes a joint team approach to collaboratively configure and implement the Accela Automation software. The system will be implemented using a combination of resources from Monterey County and TruePoint with some specialty services provided by Accela. This will ensure that the County is prepared to maintain the system going forward by having hands on experience during the configuration. The following sections describe the proposed implementation services for Monterey County in detail. The project will include the following modules and add-on products:

Implementation of Accela Automation Modules for:

- Building
- Planning
- Code Enforcement
- Business License (1 Business Process)
- Services Request (1 Business Process)

Implementation of the following Accela Add-On products:

- Accela GIS
- Accela Wireless
- Accela Citizen Access
- Accela IVR

PROJECT INITIATION

During the Project Initiation stage, TruePoint will create a project plan with a critical path summary, as well as review, in conjunction with Monterey County project staff, all project milestones and deliverables that detail the effort

described for this engagement. The draft of the project plan will be incorporated into a Master Project Plan that will be maintained by TruePoint and Monterey County.

A Project Kickoff meeting will also take place during this project stage.

Deliverable: Kickoff Meeting and Project Plan. Not to exceed 32 hours of services from the Project Management cost category

INSTALLATION

Monterey County has chosen to utilize the Accela Hosted environment for the use of Accela Automation. Accela will make available a "Development" and "Reference" installation on the Accela support site, and make a "Production" installation available on the Accela production servers. Accela and TruePoint staff will validate the proper installation and configuration of the Accela Automation product in the Accela-hosted environment.

Accela and TruePoint will perform the following tasks:

- Perform a remote system check of the installation.
- Create the "Development" and "Reference" agencies on the Accela support site
- Create a "Production" agency on the Accela support site
- Demonstrate that the Accela Automation Modules are operational from the Internet.

Acceptance Criteria: The System is availability on the Accela-hosted development and production environments. There are 16 hours allocated for the installation/setup tasks.

PROJECT MANAGEMENT

TruePoint will perform project management services needed to plan and monitor execution of the project in accordance with deliverables outlined in the Scope of Services. To support the implementation of the Accela Automation solution at Monterey County, TruePoint will provide 200 hours of Project Management services throughout the project. (32 hours at project initiation and 168 additional hours over the duration) Generally these services include the following:

- Project Initiation
- Change order management
- Issue log management and escalation
- Resources management
- Meetings management

Project Management tasks will be shared between the TruePoint Project Manager and Monterey County Project Manager. A project plan will be maintained and monitored using Microsoft Project.

BUSINESS ANALYSIS

During the Business Analysis stage, TruePoint will conduct interviews with key representatives from Monterey County offices involved in the permitting processes for each department. The business analysis will be confined to the current permitting processes in the Permits Plus system. TruePoint will make recommendation where appropriate on ways to make the current business processes work efficiently with Accela Automation.

During these business analysis workshops TruePoint will:

- Review and chart each business process as a basis for configuration in Accela Automation's workflow tool

- Review and document intake requirements, forms, and data fields for each permit/business process type
- Collect and document output requirements (documents/letters/reports).
- Collect and document fees, fee schedules, and collection procedures for each permit/business process type
- Collect and document all required inspections and inspection result options for each permit type

True Point understands that the current fee structure will potentially change in the next 6 months and will work with the County during the project initiation phase to find out when the new fee structures will take place and adjust the timeline accordingly if it does affect the overall project timeline.

Deliverable: The deliverable from the Business Analysis will be Accela Automation system configuration document. This project task is expected to not exceed 380 hours from the Business Analysis cost category.

Monterey County Responsibilities:

- Arrange for the availability of appropriate technical computing environment and system analysts to support the Configuration Analysis activities.
- Make available the appropriate County key users and content experts to participate in the Configuration Analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide information and data in the formats specified that will be needed for system setup and application configuration.

Acceptance Criteria: The Configuration Analysis Document will be accepted when TruePoint and the County agree that each business process has been appropriately documented in the configuration document. Acceptance must be completed prior to beginning System Configuration.

CONFIGURATION

TruePoint will provide professional services to configure Accela Automation in accordance with requirements established and agreed upon during the System Configuration Analysis effort. Based on the System Configuration Document, TruePoint will configure the CAP (Case/Application/Permit) types in Accela Automation.

Each CAP type developed will include all associated workflows, fees, inspections, conditions and other key system features in support of Monterey County requirements. Specific CAP types to be developed will be determined during the System Configuration Analysis.

The deliverable from the System Configuration will be Accela Automation system configured in accordance with the System Configuration Document specifications. This project task is expected to not exceed 700 hours from the configuration cost category.

Monterey County Responsibilities:

- Identify and make available staff members who will work with TruePoint through this process and take responsibility for providing information for and validating the CAP types to be configured.
- Arrange the time for qualified decision makers and business experts for the design review/configuration analysis sessions that are critical to project success.
- Unit testing and final system testing of the configuration.

Acceptance Criteria: The County will test the configured system for purposes of validating the CAP types configured. The CAPs will be accepted when TruePoint and the County agree that all requirements, objectives, and scope have been appropriately defined in each CAP type.

BUILD

The Build stage includes development of an APO (Address, Parcel and Owner) interface from the Assessor, Permits Plus conversion, development of Accela Event Scripts to automate business processes, and the installation and configuration of Accela add-on products.

APO Interface

Definition: Based on a review of Monterey County's requirements, TruePoint will deliver an interface between the County Assessor and the Accela Automation system to populate Address, Parcel and Owner (APO) information. This project task is expected to not exceed 40 hours from the APO Interface cost category.

- The county Assessor will create a flat file in the standard Accela format for APO data, which TruePoint will use to update the Accela reference data. This process can be set up to run at whatever frequency the county determines is appropriate.
- In addition to the standard data fields the county may choose to add additional parcel attributes to the parcel data in the Land management system. These will be defined as part of the business analysis process.

Monterey County Responsibilities:

- Allocate the time for qualified business and technical experts for the interface requirements sessions that are critical to the project success.
- Provide problem-free data to the format specified by TruePoint including an accurate data dictionary for the data set.
- Assist in the interface/data mapping process.
- Ensure that the data populates successfully according to the interface requirements document.
- Allocate the time for qualified personnel to test the interface for acceptance

Acceptance Criteria: The APO interface will be accepted when the County agrees that all data is being created or updated successfully.

Event Manager Scripts Development

TruePoint will develop Event Scripts using Accela Automation's integral Event Manager scripting functionality to automate specific business rules/processes within Accela Automation. Examples of processes to be automated with scripts include: business inspection assignment, or automatic fee creation. This project task is expected to not exceed 120 hours from the Event Script cost category. Should Monterey County desire TruePoint to develop additional scripts beyond 120 hours included in this Statement of Work, TruePoint will provide the required professional services following the execution of the Change Order process as described below.

Monterey County Responsibilities:

- Identify and make available staff members who will work with TruePoint through this process and take responsibility for providing information for and validating the Event Manager Scripts to be developed.
- Arrange the time for qualified decision makers and business experts for the design review/configuration analysis sessions that are critical to project success.

Acceptance Criteria: The successful demonstration of the developed scripts within the Accela Automation hosted system.

Permits Plus Conversion

The conversion of historic data from the existing database is one of the most significant aspects of a project when migrating from one system to another. The required data mapping effort will be conducted by Monterey County personnel with assistance from TruePoint. Once the data mapping has been defined, TruePoint will ask that a representative of the County sign off on the data maps. TruePoint will load the data based upon the data maps specification provided by the County using the standard Permits Plus to Accela Automation tool. TruePoint will be responsible for the data conversion programs to load data to the Accela Automation database in the Support and Production Environment. TruePoint will provide up to 240 hours of data migration efforts for the conversion process from the Permits Plus conversion cost category.

TruePoint will provide the County with the following data migrations/conversions in support of the Accela Automation upgrade.

- Permits Plus history data migration: TruePoint will assist the County in the conversion of all existing permit and case records from Permits Plus to the Accela Automation database. This conversion effort includes data mapping, script development for the conversion, data testing and validation, and assistance with final data migration/conversion.
- Permits Plus office link files: The standard Accela conversion tool also allows for the conversion of Permits Plus office link files to Accela ADS.

Acceptance Criteria: The successful conversion of the Permits Plus data into the Accela Automation hosted system.

Reports Development

TruePoint will provide the County up to 120 hours of custom report development assistance for documents/letters/reports that are identified by the County as required for the new system. This development will be done using Crystal Reports. These custom reports will be deployed in the Report Manager for use within Accela Automation. The Accela Report Manager integration requires Crystal Reports XI Server, which allows an organization to publish reports to the web.

Monterey County Responsibilities:

- Make available the appropriate key users and content experts to participate in the report specification development and validation activities.
- Provide information and data in the formats specified that will be needed for the report configurations.
- Provide Crystal Report expert(s) to work with TruePoint on the reports.
- Crystal Report XI Server is not needed with the Accela Hosted Solution.
- Crystal Reports XI will need to be purchased by the County if reports are developed in-house.

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

Add-On Product - Accela GIS

Accela/TruePoint will install and configure Accela GIS to link and leverage existing Monterey County GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS and configuration one dynamic theme as defined by Monterey County. This project task is expected to not exceed 48 hours from the GIS cost category.

GIS Requirements:

- Accela GIS will work with either shapefiles or SDE.
- The ArcIMS map service format is *.AXL

- Accela does not support MXD files at this time
- Accela will support ArcIMS 9.2 or 9.1
- To enable geocoding, one of the layers in the *.AXL file must be a geocodable street centerline file
- The GIS installation includes importing Parcel IDs into the Automation DB. Therefore, a text file dump with all parcel IDs from the Parcels layer is required.

Monterey County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria: Acceptance will require the successful demonstration of the GIS module within the Accela-hosted system to Monterey County.

Add-On Product - Accela Citizen Access

Accela/TruePoint will deliver to Monterey County users the specifications and application software for the Accela Citizen Access add-on module. This project task is expected to not exceed 80 hours from the ACA cost category.

To support these activities Accela/TruePoint will provide the following services:

- Install Accela Citizen Access
- Create configuration specification for application and console views
- Create three on-line processes to research permits; schedule an inspection; and apply for a permit
- Create three (3) console views into the database: Citizen/Anonymous Access, Contractor and Management

Monterey County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Procure appropriate online merchant account for processing of online credit card payments.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide information on the services and selected CAPs that the County desires to offer via Accela Citizen Access.

Acceptance Criteria: Acceptance will require the successful demonstration of the of the implemented module within the Accela-hosted system by Monterey County along with written sign-off from the County

Add-On Product - Accela Wireless

Accela/TruePoint will install and configure Accela Wireless application. As part of this deliverable Accela/TruePoint will perform the configuration tasks required to ensure Accela Wireless interfaces with Accela Automation in both a support and production environment. This project task is expected to not exceed 24 hours from the Wireless cost category.

Accela Wireless will enable a County inspector to perform the following activities:

- Result inspections in either store/forward or wireless mode for Application Types
- Print violation reports in the field

To support these activities Accela/TruePoint will provide the following services:

- Install Accela Wireless
- Assist in the configuration of the system for use in conjunction with the County's selected field printing device and develop 1 custom reports for printing in the field.

Monterey County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.

Acceptance Criteria: Acceptance will require the successful demonstration of the of the implemented module within the Accela-hosted system to Monterey County along with written sign-off from the County

Add-On Product - Accela IVR

Accela/TruePoint will deliver to Monterey County users the specifications and application software for the Accela IVR add-on module. This project task is expected to not exceed 55 hours from the IVR cost category.

To support these activities Accela/TruePoint will provide the following services:

- Install Accela IVR
- Create configuration specification for IVR inspection codes and IVR call tree
- Setup Accela IVR using Accela's standard IVR call tree configuration

Monterey County Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide information on the inspections that the County desires to offer to be scheduled via Accela IVR.
- Internal hardware to support Accela IVR is not needed with the Accela Hosted Solution.

Acceptance Criteria: Acceptance will require the successful demonstration of the of the implemented module within the Accela-hosted system by Monterey County along with written sign-off from the County

TRAINING

Train the Trainer Training: TruePoint will provide 16 days of on-site and/or remote WebEx training sessions for the following areas: Daily Activities, Administrator, Event Scripting, Accela GIS, Accela Citizen Access, and Accela Wireless. Training hours will be distributed among the training categories as mutually agreed by TruePoint and Monterey County project stakeholders. Training will be train-the-trainer or actual administrator training depending on the class. The Monterey County Project Manager will identify those individuals to be trained in each of the above categories. These training classes will be scheduled throughout the implementation process as appropriate.

Accela and Monterey County Responsibilities:

- Properly 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.

Acceptance Criteria: This deliverable will be accepted when 16 day of training is completed.

PRODUCTION GO LIVE SUPPORT

Production Go Live is defined as the first production use of the system. TruePoint will be on site during the cutover process and provide up to 40 hours of support for the Monterey County end users and project team.

KEY ASSUMPTIONS AND EXCEPTIONS

The following assumptions and exceptions apply to this project:

- Monterey County, TruePoint and Accela will be able to commit the time and resources necessary to participate in, and contribute to project activities
- Monterey County and TruePoint will use a collaborative approach to ensure implementation success
- Monterey County will provide TruePoint and Accela with reasonable access to its equipment, systems, personnel, and facilities to the extent needed to complete the Services.
- Monterey County is responsible for purchasing third party hardware and software required for Accela Citizen Access, including but not limited to an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Monterey County is responsible for purchasing third party hardware and software required for the add-on product Accela Wireless. Including but not limited to Wireless report writing software and remote devices.
- TruePoint assumes that all APO data to be migrated will be scrubbed as necessary by County resources prior to import
- Change Order process: Should Monterey County identify additional work as a part of this engagement during the System Configuration Analysis effort or at other points during the project duration, TruePoint will issue a Change Order to reflect the additional costs (if any) associated with the change for review and approval by Monterey County. No additional work will be undertaken without prior consent of Monterey County. See Appendix SOW-A for the Change Order template. If hours are available from tasks that are complete those hours can be used on other tasks with the prior consent of both parties.

PROJECT RESOURCES AND LOCATION OF WORK

WORK LOCATION

Services contracted for under this Scope of Work may be performed remotely and/or at Monterey County on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein. When on-site activities are required at Monterey County, the TruePoint Project Manager will coordinate with Monterey County Project Manager to secure suitable accommodations to meet the specific engagement requirements. It is anticipated that TruePoint will require, at minimum, facilities to accommodate on-site System Configuration Analysis and Training. TruePoint will also require Internet access during on-site configuration efforts that will occur during the course of the project.

ACCELA AND TRUEPOINT RESOURCES

Accela and TruePoint will assign key Professional Services resources for this engagement with Monterey County. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. It should be understood that TruePoint, at its sole discretion, with appropriate notice to the County, may choose to

augment or replace individuals on this team with other qualified team members at any time during the course of this effort. The TruePoint Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Monterey County resources assigned to the effort

MONTEREY COUNTY RESOURCES

Monterey County will provide the following personnel to work together with the TruePoint and Accela Team to deliver the Services as presented in this document, and make additional personnel available as necessary to ensure the success of this engagement. Additionally, Monterey County should identify one or two users of the new system to be trained as administrators or "power users."

The following list identifies functional roles required by this project, along with a brief description of their anticipated contribution to the project's success. We suggest that you make the following appointments and share the outlined duties with the appropriate appointee. It is critical to the success of your implementation that the team members chosen be available during the implementation cycle, and schedule the time needed to participate fully in the planning and configuration processes.

Project Sponsor

Responsibilities include the following:

- 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

Project Manager

Responsibilities include the overall administration, coordination, communication, and decision-making associated with the implementation.

- Planning, scheduling, coordinating and tracking the implementation with TruePoint and across the departments within the agency
- Identifying and recruiting the in-house project implementation team
- Attending the initial workshop training
- Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track

Departmental Representatives

A user representative for each affected department should be appointed. These critical appointments may well determine the success of the Accela Automation implementation.

The departmental representative(s) should have a clear understanding of all the business processes that Accela Automation will affect within their department, and how those business processes cross-departmental boundaries. Ideally, they will have been involved in the initial purchasing decision and have a solid understanding of how the Accela Automation system will interact with departmental business processes. They will be the initial contact person within a department for all Accela Automation issues before, during, and after the implementation. These individuals should be able to make solid business decisions, and have a vested interest in the success of the implementation of the system. Additionally, the ability to effectively communicate with their peers and the project team will be essential. Confidence that the right decisions are being made will promote acceptance by the general user community.

Schedule flexibility will be expected of the departmental representatives, as there will be crucial periods in the implementation process that will require dedicated time.

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Schedule flexibility will be expected of the departmental representatives, as there will be crucial periods in the implementation process that will require dedicated time.

Responsibilities include:

- Attending the project kick-off and initial workshop training
- Willing and able to gather data and make decisions about business processes
- Assisting in creating the specifications for custom modifications
- Reviewing and testing the completed modifications
- Participating in the implementation of the Accela Automation solution

Recommended Requirements:

- Excellent communication skills
- Clear understanding of the user's perspective and needs
- Clear understanding of the current business processes

EXPENSES

All out-of-pocket travel & lodging expenses incurred by TruePoint and Accela resources in the performance of this Scope of Services are inclusive in the Budgetary Estimate. Out-of-pocket travel and living expenses include but are not limited to all travel time, airfare, transportation, lodging, parking, and meals.

PROPOSED PROJECT TIMELINE

ID	Task Name	Duration	Start	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Accela Automation Implementation	278 days	Mon 2/18/08												
2	Initiation	5 days	Mon 2/18/08												
3	Project Kickoff Meeting	1 day	Mon 2/18/08												
4	Project Charter	1 day	Mon 2/18/08												
5	Project Plan	5 days	Mon 2/18/08												
6															
7	Product Installation (Accela Hosted)	1 day	Mon 2/25/08												
8	DEV Instance	1 day	Mon 2/25/08												
9	Reference Site	1 day	Mon 2/25/08												
10	PROD Instance	1 day	Mon 2/25/08												
11															
12	Business Analysis, Department Prototypes	62.5 days	Mon 2/25/08												
13	Business Analysis	45 days	Mon 2/25/08												
14	Review Workflow Processes	8 days	Mon 4/28/08												
15	Determine approach for using AA	10 days	Mon 5/5/08												
16	Prototype and BA Acceptance	2.5 days	Mon 5/19/08												
17															
18	System Configuration	61 days	Mon 5/26/08												
19	Accela Automation Configuration	60 days	Mon 5/26/08												
20	Testing	20 days	Mon 6/16/08												
21	Configuration Acceptance	1 day	Mon 6/16/08												
22															
23	Report Development	58 days	Mon 6/23/08												
24	Report List	5 days	Mon 6/23/08												
25	Report Requirements	15 days	Mon 6/1/08												
26	Develop Reports	40 days	Fri 6/12/08												
27	Report Testing	15 days	Fri 10/24/08												
28															
29	Address, Parcel and Owner Data Interface	21 days	Mon 4/7/08												
30	Interface Document	1 day	Mon 4/7/08												
31	Create Standard Import Files	3 days	Mon 4/14/08												
32	Run Standard Import Files	1 day	Tue 4/22/08												
33	Test Interface	6 days	Mon 4/28/08												
34															
35	Permits Plus Data Conversion	65 days	Mon 9/22/08												
36	Data Conversion Document	5 days	Mon 9/22/08												

ATTACHMENT A - DELIVERABLES ACCEPTANCE FORM

Please acknowledge acceptance in one of two ways:

1. Sign and fax the document to Accela Accounting Department, Attention Billing: 925-659-3281, or
2. Email the document as an attachment to billing@accela.com stating "accepted" in the subject line or body of the email message.

Accela Acceptance #:

Date:

Project Name/Code:

Contract/Agreement Name/Number/Date:

Accela Manager:

Agency agrees that Accela has successfully completed the following Deliverables / Milestones:

Deliverable / Milestone Item Name/#	Source / Reference Details	Amounts Billable
		\$
		\$

Agency agrees that Accela has successfully completed the Deliverables/Milestones described above and therefore agrees to pay all invoices in connection with the acceptance of the(se) Deliverables/Milestones in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name:

Signature

Title

Date

APPENDIX B: CHANGE ORDER FROM

Change Order

Agency: _____ CO #: 01
Project: _____ Date: _____
Contract #: _____ Date: _____
Amendment #: _____ Date: _____
Lease Agreement #: _____
SOW #: _____
Initiating Department: _____
Initiated By: _____
Change Category: Product Project Contract
Priority: High/Critical Medium Low

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. <issue name>
 - Issue details / scope impact:
 - schedule impact:
 - resource impact:
 - cost impact:

2. <issue name>
 - 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: _____

Signature and Acceptance

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/TruePoint and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

HOSTING AGREEMENT

- 1.0 Scope of Hosting Services CONTRACTOR shall provide the hosting services described in this Section for the following software products: Accela Automation® Land Management, Accela Automation Licensing, Accela Citizen Access™, Accela Wireless™, Accela GIS™, Accela Service Request™, and Accela IVR™ (“Hosted Applications”).
- 2.0 System Administration and Security: From the effective date of the AGREEMENT through December 31, 2012, the Hosted Applications will be hosted by CONTRACTOR on CONTRACTOR-owned equipment at a physically-secure commercial hosting facility with responsibility assumed by CONTRACTOR. CONTRACTOR will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of County’s data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. CONTRACTOR will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications. CONTRACTOR will provide regular backup services for the Hosted Applications and County data contained therein as provided in Attachment A.
- 3.0 Infrastructure Availability: CONTRACTOR will provide County 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, CONTRACTOR warrants that the Hosted Applications will be generally-available no less than ninety-eight percent (98%) of each calendar day (during operational hours 7:30AM-5PM PST). For each calendar day during which the availability of the Hosted Applications does not achieve the established standard, CONTRACTOR will credit one thousand dollars (\$1,000.00) to County’s account as liquidated damages, provided that the substandard availability is identified by County in writing or by e-mail to CONTRACTOR and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional CONTRACTOR products and/or services, but will not be refunded to County.
- 4.0 Warranty: CONTRACTOR shall commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of CONTRACTOR’s industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. CONTRACTOR may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, County’s exclusive remedy will be damages in an amount equal to the total of hosting fees paid to CONTRACTOR for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.
- 5.0 Hosting Fee In exchange for the Hosting Services described hereinabove, over the term of the contract (5 years) County shall pay CONTRACTOR a hosting fee not to exceed a total of three hundred seventy-five thousand dollars (\$375,000.00).

Year 1			\$75,000
Year 2			\$75,000
Year 3			\$75,000
Year 4			\$75,000
Year 5			\$75,000
Subtotal			\$375,000
Year 6	1st Renewal	3.5% increase	\$77,625

END OF DOCUMENT

EXHIBIT A

Hardware:

- Dual Juniper Netscreen 204's running High Availability
- Individual T1 lines to each Netscreen
- Dual Cisco 3500 switches for redundancy
- F5 BigIP load balancer
- Cisco 2924 switch on internal network
- Multiple IBM x3850 servers running with a dual NetApp FAS3020HA cluster.
- Sun Enterprise 4500 and StorEdge A5200
- Redundancy on servers is set to RAID 0 and 5.

Software:

- VMware Virtual Machines on the NetApp cluster for each AA service. This includes redundant WEB and CFMX servers load balanced through AA software and the BigIP.
- Production Oracle database running on the Sun System and RAID controller.

Data Recovery:

- Archivelogs are backed up to another server every 20 minutes.
- Every night logical backups of our databases are created and moved off to disk.
- Three times a week, an online hot backup is taken and moved to disk.
- Data backed up internally with storage set to six months
- Nightly backups done by Qwest to a hosted tape drive. Storage is currently set to two weeks.

Monitoring:

- All servers monitored using AdventNet OpManager.
- Software monitors and notifies for hardware down, services and url's unresponsive as well as system health including Memory usage, Disk utilization and space and CPU usage. Custom monitors can be set.
- F5 BigIP monitors critical systems and ports and notifies via email if unresponsive.

Air Conditioning:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units provide an additional level of redundancy

Security:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas

Fire Suppression:

- -Fire detection and suppression systems for 24/7 operations of your critical systems
- -Dual fire detection (photoelectronic/ionization and sniffer) systems to ensure early detection
- -Central fire alarm system notification with a direct alarm to the local fire department for fast response
- -Multi-zone pre-action dry pipe suppression system allows suppression to be contained to the affected area and not disrupt conditions elsewhere

System Redundancy:

- -Built-in fail-over through redundant router and switch configuration in the LAN
- -Dual power to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- -N+1 redundancy of uninterruptible power supplies
- -Redundant generator power supplies, in the event of a power failure from commercial power
- The secondary site occurs in a separate geographical location from the primary site
- The secondary site has a rating of Tier III
- Duplicate hardware that exists in the primary site exists at the secondary site
- Communication between the two sites is provided by a dedicated PPP circuit with WAN-based failover
- Replication at the NetApp storage level occurs semi-synchronously via NetApp's SnapMirror Technology
- Since all of the virtual server hosts and database files reside in the NetApp cluster, all of these are kept in sync at the secondary site
- Confirmed primary site disaster will result in Accela activating the secondary site as its live web solution

END OF DOCUMENT

SERVICES AGREEMENT

- 1.0 Professional Services: CONTRACTOR shall provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work (SOW) in Attachment A.
- 2.0 Acceptance: As provided in the SOW, CONTRACTOR will notify County upon completion of those implementation services subject to testing. For a period not to exceed thirty (30) calendar days in duration ("Test Period"), County may evaluate the operation of the implemented CONTRACTOR software deliverables ("Deliverables") in a test environment or using test data. If County reasonably determines that its operational use of the Deliverables is substantially impaired by one or more material errors in the Deliverables, it will so notify CONTRACTOR in writing prior to the completion of the Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of an Adverse Notification, CONTRACTOR will correct any identified and reproducible material errors in the Deliverables within a reasonable time and County may retest the Deliverables for as many as fifteen (15) additional calendar days. Acceptance will be deemed to occur when a) County notifies CONTRACTOR that the Deliverables have successfully completed County's testing; b) the Test Period or subsequent retesting period(s) are completed without an Adverse Notification being received by CONTRACTOR from County; or c) County uses the Deliverables in a "live" environment to perform its customary governmental, administrative, or business activities, whichever first occurs ("Acceptance Date").
- 2.1 County Cooperation: As required, County agrees to provide CONTRACTOR with appropriate access to County's personnel, data systems, and other resources. County acknowledges that the implementation process described in this Services Agreement ("SA") is cooperative in nature and that County must complete its designated tasks in a timely manner in order for CONTRACTOR to proceed with and complete the Professional Services. County delays during the implementation period may have adverse collateral effects on CONTRACTOR's overall work schedule. Although CONTRACTOR will use its best efforts to immediately resume work following such a delay, County acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by County. County agrees that if additional time is required to complete the Professional Services because of County delays, such time will be charged to County at CONTRACTOR's then-current time-and-materials rates.

EXHIBIT A

Deliverables	Fees
Professional Services — Installation	\$3,040.00
Professional Services — Project Management	\$35,000.00
Professional Services — Business Analysis	\$62,700.00
Professional Services — Configuration	\$115,500.00
Professional Services — APO Interface	\$6,600.00
Professional Services — Conversion	\$39,600.00
Professional Services — Reports	\$19,800.00
Professional Services — Event Scripts	\$19,800.00
Professional Services — Accela Citizen Access™	\$14,000.00
Professional Services — Accela GIS™	\$8,880.00
Professional Services — Accela Wireless™	\$3,960.00
Professional Services - Accela IVR™	\$10,000
Professional Services — Training	\$21,120.00
Professional Services — Go-Live Onsite	\$6,600.00
Consultant Travel Expenses	\$27,500.00 (Estimated)
Total of Fees	\$641,000.00

- 1 Professional Services comprise only those activities and deliverables described in the Statement of Work (SOW) document attached hereto as Exhibit A.
- 2 Total of Fees includes estimated amount for Consultant Travel Expenses and does not include applicable sales and use taxes, if any.

END OF DOCUMENT

LICENSE AGREEMENT

1.0 Intellectual Property License

1.1 License: The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. CONTRACTOR 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.
- 1.1.2 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. CONTRACTOR 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 CONTRACTOR's then-current pricing; any such assessed costs will be due and payable by County upon assessment. County agrees that CONTRACTOR's assessment of overuse costs pursuant to this Subsection is not a waiver by CONTRACTOR of any other remedies available to CONTRACTOR in law and equity for County's unlicensed use of the Software.
- 1.1.3 County may make backup copies of the Software only to protect against destruction of the Software. County may copy CONTRACTOR's documentation only for internal use by County's employees.
- 1.1.4 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 CONTRACTOR.
- 1.1.5 County may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 1.1.6 County is liable to CONTRACTOR 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.
- 1.1.7 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 LA.

- 1.1.8 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.
- 1.1.9 All rights not expressly granted to County are retained by CONTRACTOR.

2.0 License Warranties

- 2.1.1 CONTRACTOR warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, CONTRACTOR 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. CONTRACTOR will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 2.1.2 CONTRACTOR 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 CONTRACTOR. CONTRACTOR provides no warranty whatsoever for any third-party hardware or software products.
- 2.1.3 Except as expressly set forth herein, CONTRACTOR disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

EXHIBIT A

Deliverables	Quantity	Fees
ACCELA Automation® Land Management Server License	1	\$49,995.00
ACCELA Automation Land Management Included Named User Licenses	5	\$0.00 ¹
ACCELA Automation Land Management Additional Named User Licenses	145	\$289,855.00
ACCELA Citizen Access™ Server License	1	\$9,995.00
ACCELA Citizen Access Use License (Based Upon 410,206 Population)	1	\$24,612.36
ACCELA Citizen Access Module Fee	3	\$29,985.00
ACCELA Wireless™ Server License	1	\$34,995.00
ACCELA Wireless Included Named User Licenses	5	\$0.00 ¹
ACCELA Wireless Additional Named User Licenses	5	\$9,995.00
ACCELA GIS™ Server License	1	\$9,995.00
ACCELA GIS Included Named User Licenses	5	\$0.00 ¹
ACCELA GIS Additional Named User Licenses	145	\$86,855.00
ACCELA Service Request™ Server License	1	\$19,995.00
ACCELA Service Request Included Named User Licenses	5	\$0.00 ¹
ACCELA Automation Licensing Server License	1	\$49,995.00
ACCELA Automation Licensing Included Named User Licenses	5	\$0.00 ¹
ACCELA IVR™ Port Licenses (Tier II)	5	\$39,970.00
County Discount	N/A	(\$449,552.36) ²
Total Fees		\$195,790.00³

- 1 Included Named User Licenses are included with associated product server license fees at no additional charge to COUNTY.
- 2 Application of COUNTY Discount is contingent upon execution of this LA by COUNTY on or before March 31, 2008. If LA is not executed by COUNTY on or before said date, COUNTY Discount will automatically lapse.
- 3 Total of Fees does not include applicable sales and use taxes, if any.

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

END OF DOCUMENT

MAINTENANCE AGREEMENT

1.0 Maintenance Services

1.1 Telephone Support CONTRACTOR will provide County with a telephone number to contact the Customer Resource Center (CRC), CONTRACTOR's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding CONTRACTOR's observed holidays. Although the dates of said observed holidays vary from year-to-year, CONTRACTOR's current practice is to observe ten (10) full holidays and two (2) half-day holidays each year. These holidays are ordinarily the following:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day and day following
- Christmas Eve (1/2 day), Christmas Day
- New Year's Eve (1/2 day).

1.1.1 E-Mail Support CONTRACTOR will provide County with one or more electronic mail addresses to which County may submit routine or non-critical support requests, which CONTRACTOR will address during its regular business hours, which are 8:00 a.m. through 5:00 p.m. local times weekdays, excluding CONTRACTOR's observed holidays.

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

1.1.3 Remote Support When required to properly resolve a maintenance request, CONTRACTOR will provide remote assistance to County via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.

1.1.4 On-Site Support If County does not wish for CONTRACTOR to resolve its maintenance requests remotely, CONTRACTOR will provide on-site assistance to County at a time-and-materials rate of one hundred eighty-five dollars (\$185.00) per hour for the initial two (2) calendar years of this AGREEMENT and thereafter at CONTRACTOR's then-current consulting rates. In addition to these charges, County will compensate CONTRACTOR for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue; such expenses will

be incurred in accordance with County's established travel policies or otherwise approved by County.

- 1.1.5 Software Updates CONTRACTOR will provide revisions of and enhancements to maintained software products to County as such updates are generally-released by CONTRACTOR.

2.0 Maintenance Limitations

- 2.1 Limitations Generally The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the CONTRACTOR-maintained software products;
- b) Services required due to software corrections, customizations, or modifications not developed or authorized by CONTRACTOR;
- c) Services required by County to be performed by CONTRACTOR outside of CONTRACTOR'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 CONTRACTOR;
- e) Services required to resolve or work-around conditions which cannot be reproduced in CONTRACTOR's support environment;
- f) Services which relate to tasks other than maintenance of County's existing implementation and configuration of the CONTRACTOR-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- g) Services requested by County to implement software updates provided by CONTRACTOR pursuant to this MA; and
- h) New or additional applications, modules, or functionality released by CONTRACTOR during the term of this MA.

- 2.2 Legacy Releases CONTRACTOR 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". CONTRACTOR 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 CONTRACTOR will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

- 2.3 Warranty CONTRACTOR 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 CONTRACTOR's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. CONTRACTOR 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 CONTRACTOR for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding County's maintenance request.

3.0 Compensation

- 3.1 Maintenance Fees In exchange for the Maintenance Services described hereinabove, County will pay to CONTRACTOR the amounts indicated in Exhibit A.
- 3.2 Payment CONTRACTOR may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by County.

EXHIBIT A

Deliverables	Fees
First Term Annual Maintenance for Accela Automation ^{® 1}	\$77,969.00
First-Term Annual Maintenance for Accela Citizen Access ^{TM 1}	\$8,841.00
First-Term Annual Maintenance for Accela Wireless ^{TM 1}	\$8,998.00
First-Term Annual Maintenance for Accela GIS ^{TM 1}	\$19,370.00
First-Term Annual Maintenance for Accela Service Request ^{TM 1}	\$3,999.00
First-Term Annual Maintenance for Accela IVR ^{TM 1}	\$7,994.00
Subtotal of Fees — First Term	\$127,171.00
Applicable Sales and Use Taxes — First-Term Annual Maintenance	\$4,609.95
Subtotal of Fees — First Term (Includes Applicable Taxes)	\$131,780.95
Second Term Annual Maintenance for Accela Automation ²	\$77,969.00
Second-Term Annual Maintenance for Accela Citizen Access ²	\$8,841.00
Second-Term Annual Maintenance for Accela Wireless ²	\$8,998.00
Second-Term Annual Maintenance for Accela GIS ²	\$19,370.00
Second-Term Annual Maintenance for Accela Service Request ²	\$3,999.00
Second-Term Annual Maintenance for Accela IVR ²	\$7,994.00
Subtotal of Fees — Second Term	\$127,171.00
Applicable Sales and Use Taxes — Second-Term Annual Maintenance	\$4,609.95
Subtotal of Fees — Second Term (Includes Applicable Taxes)	\$131,780.95
Third Term Annual Maintenance for Accela Automation ³	\$77,969.00
Third-Term Annual Maintenance for Accela Citizen Access ³	\$8,841.00
Third-Term Annual Maintenance for Accela Wireless ³	\$8,998.00
Third-Term Annual Maintenance for Accela GIS ³	\$19,370.00
Third-Term Annual Maintenance for Accela Service Request ³	\$3,999.00
Third-Term Annual Maintenance for Accela IVR ³	\$7,994.00
Subtotal of Fees — Third Term	\$127,171.00
Applicable Sales and Use Taxes — Third-Term Annual Maintenance	\$4,609.95
Subtotal of Fees — Third Term (Includes Applicable Taxes)	\$131,780.95
Fourth Term Annual Maintenance for Accela Automation ⁴	\$77,969.00
Fourth-Term Annual Maintenance for Accela Citizen Access ⁴	\$8,841.00
Fourth-Term Annual Maintenance for Accela Wireless ⁴	\$8,998.00
Fourth-Term Annual Maintenance for Accela GIS ⁴	\$19,370.00
Fourth-Term Annual Maintenance for Accela Service Request ⁴	\$3,999.00
Fourth-Term Annual Maintenance for Accela IVR ⁴	\$7,994.00
Subtotal of Fees — Fourth Term	\$127,171.00
Applicable Sales and Use Taxes — Fourth-Term Annual Maintenance	\$4,609.95
Subtotal of Fees — Fourth Term (Includes Applicable Taxes)	\$131,780.95
Fifth Term Annual Maintenance for Accela Automation ⁵	\$77,969.00
Fifth-Term Annual Maintenance for Accela Citizen Access ⁵	\$8,841.00
Fifth-Term Annual Maintenance for Accela Wireless ⁵	\$8,998.00
Fifth-Term Annual Maintenance for Accela GIS ⁵	\$19,370.00
Fifth-Term Annual Maintenance for Accela Service Request ⁵	\$3,999.00

Fifth-Term Annual Maintenance for Accela IVR ⁵	\$7,994.00
Subtotal of Fees — Fifth Term	\$127,171.00
Applicable Sales and Use Taxes — Fifth-Term Annual Maintenance	\$4,609.95
Subtotal of Fees — Fifth Term (Includes Applicable Taxes)	\$131,780.95
Total of Fees	\$658,904.75

- 1 First-Term Annual Maintenance commences on March 31, 2008 and ends on December 31, 2008.
- 2 Second-Term Annual Maintenance commences on January 1, 2009 and ends on December 31, 2009.
- 3 Third-Term Annual Maintenance commences on January 1, 2010 and ends on December 31, 2010.
- 4 Fourth-Term Annual Maintenance commences on January 1, 2011 and ends on December 31, 2011.
- 5 Fifth-Term Annual Maintenance commences on January 1, 2012 and ends on December 31, 2012.

Maintenance Fees for all terms will be paid as part of the lease purchase agreement.

EXHIBIT B**Case Handling – Critical Severity**

- Definition
 - System or application is non-functional or seriously affected and there is no reasonable workaround available
 - For example, business is halted
- Response Goal
 - Confirmation of receipt within 1 business hour
 - Update as information arrives or at the interval you specify
- Resolution Goal
 - Upon confirmation of receipt, CONTRACTOR begins continuous work on the problem
 - CONTRACTOR will put forth the effort to provide a workaround, fix, or estimated completion date within 48 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process

Case Handling – High Severity

- Definition
 - System or application is affected and there is no workaround available or the workaround is impractical
 - For example, cannot process payments or system response is very slow
- Response Goal
 - Confirmation of receipt within 4 business hours
- Resolution Goal
 - CONTRACTOR will put forth our best effort to provide a workaround or fix or estimated completion date within 7 business days after the problem has been diagnosed and/or replicated

Case Handling – Moderate Severity

- Definition
 - System or application feature is non-functional and a convenient workaround exists
 - For example, non-critical feature is unavailable or requires additional user intervention
- Response Goal
 - Confirmation of receipt within 8 business hours
- Resolution Goal
 - CONTRACTOR will put forth our best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated

Case Handling – Low Severity

- Definition
 - System or application feature works, but there is a minor problem
 - For example, incorrect label or Missing help file.
- Response Goal
 - Confirmation of receipt within 24 business hours
- Resolution Goal

- Resolution for the issue may be released as a patch set or be incorporated into a future release of the product

Beyond On-demand Product Support

- Learn more about new features
- "Sanity check" on new activities, fees, and environments
- Advice on report writing, esp. the Data Dictionary
- Advice on database maintenance
- Advice on database/hardware best practices
- Advice on data recovery

Receive Email Updates

- The CONTRACTOR team sends product release information via e-mail to those contacts that have requested to receive them

Major Releases

Approximately every two years the initial release number is incremented to indicate significant platform upgrades. Two major releases per year (every six months, Jan/Feb and July). In 2007 the summer release was 6.4.0, the February 2008 release will be 6.5.0. In major releases we introduce significant enhancements.

Minor Releases

Between the major releases are point releases, for example between the 6.4.0 and 6.5.0 release the scheduled minor releases are 6.4.1 and 6.4.2. Minor releases allow the product to be enhanced as needed for new County implementation and provide the opportunity to fix bugs that are considered critical enough to require a solution before the next scheduled major release.

Hot Fix Patches

In addition to scheduled releases, hot fix patches may be developed and deployed as needed to address a critical bug that has a significant impact on County operations. These are developed on an as-needed basis and in consultation with all parties.

- Submit your contact information to info@CONTRACTOR.com to start receiving these email updates today!
- Send a .xls or .csv file that includes the following fields: First name, Last name, Title, Agency, E-mail, and Phone (see sample below)

Contact Product Support by Phone or E-mail

Hours: M - F 4:00 AM - 6:00 PM Pacific Time
Phone: (559) 627-1959, ext. 5
Fax: (559) 733-5594
E-mail: support@CONTRACTOR.com

END OF DOCUMENT

MUNICIPAL TECHNOLOGY LEASE-PURCHASE AGREEMENT

This Municipal Technology Lease-Purchase No. 4854 (hereafter referred to as "Lease") dated as of March 25, 2008, by and between Government Capital Corporation, a Texas corporation (herein referred to as "Lessor"), and Monterey County, a political subdivision or agency of the State of California (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor those software licenses described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto, such payments having a principal and interest component. The obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason except for that provided in Section 2. The term of the Lease hereunder shall commence upon the dated date of the Lease and shall continue so long as any amounts remain unpaid under this Lease. The term of the Lease will terminate upon the first to occur of: (a) the exercise by Lessee of the Early Redemption provision set forth in Exhibit B hereto, (b) the payment by Lessee of all sums required to be paid by Lessee under the Lease. Lessee's obligation to pay lease Payments and any additional amounts payable under the Lease constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

2. **Abatement.** Lessee agrees to pay the Lease Payments for the applicable Lease Term in the amounts and on the dates called for in Exhibit B hereto. So long as Lessee has the right to the beneficial use and enjoyment of the Property under the Lease, Lessee agrees that Lessee's obligations under the Lease are absolute and unconditional, notwithstanding any dispute between or among Lessee and Lessor, the Vendor or any other person. ~~If there is substantial interference with or less~~ of Lessee's beneficial use or operation of the Property subject to the Lease, Lease Payments due under the Lease shall be abated in the same proportion that the portion of the Property unavailable for Lessee's beneficial use and operation bears to all of the Property subject to the Lease. To the extent permitted by applicable law, Lessee hereby waives any and all rights conferred upon it, by statute or otherwise, to terminate, cancel or surrender the Lease or any or all of the Property except in accordance with the express terms of this Agreement. Lessee shall notify Lessor in writing of any threat to its use or operation of the Property subject to the Lease within fifteen (15) days after it learns of such threat. The obligation to make full Lease Payments with respect to the Property under the Lease shall recommence as of the date Lessee has regained beneficial use and operation of such Property, and the provisions of the Lease, including, but not limited to, dates on which Lease Payments are due, shall be extended for a period equal to the period the obligation to make Lease Payments was abated.

3. **Taxes.** In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, lease, possession, operation, return or sale of, or receipt of Payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein. The Lease Payments payable by Lessee under this Lease have been established to reflect the obligation of Lessee to pay amounts under this Section 3.

4. **Covenant to Budget and appropriate.** Lessee covenants to take such action as may be necessary to include all Lease payments due under the Lease in each of its budgets during the Lease Term of the Lease and to make the necessary annual appropriations for all such Lease payments. The covenants on the part of Lessee in this Agreement shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the duty of each and every public official of Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Lessee to carry out and perform the covenants and agreements in this Agreement and the Lease agreed to be carried out and performed by Lessee.

5. **Lessee's Covenants and Representations.** Lessee covenants and represents as follows:

- a) Lessee will provide an opinion of its counsel in substantially that form which Lessor will provide, including representations to the effect that, it has full power and authority to enter into this Lease which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Lease have been, or will be, complied with in a timely manner;

- b) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Lease;
- c) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Lease are true and correct;
- d) Lessee has an immediate need for substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future;
- e) Lessee represents that, with respect to the Lease, the use and operation of the Property is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Property or any interest therein prior to the last Lease Payment scheduled to be paid under the Lease.
- f) There are no circumstances presently affecting the Lessee that could reasonably be expected to affect its foreseeable need for the Property or adversely affect its ability to budget funds for the payment of sums due hereunder; and
- g) No event has occurred which would constitute an abatement or event of default under any lease, debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

6. **Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer, or in the case of any software portion of any Property, in a manner contrary to any license applicable to said software. Lessee shall keep the Property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. **Maintenance.** Lessor shall have no obligation of any nature to provide maintenance to or service regarding the Property.

8. **Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such Property or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such Property or accessories do not impair the value or utility of the Property. All such Property and accessories shall be removed by Lessee upon termination of this Lease, provided that any resulting damage shall be repaired at Lessee's expense. Any such Property or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder, or as otherwise permitted pursuant to any applicable software licensing Lease. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

9. **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

10. **Insurance.** Lessor shall have no obligation of any nature to provide any insurance in connection with Lessee's use of the Property. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall bear the entire risk of loss associated with the Property.

11. **Indemnification.** To the extent permitted by law, Lessee shall indemnify and save harmless Lessor and its agents and assigns, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Lease or the ownership, lease, possession, operation, condition, sale or return of the Property. No indemnification will be made under this Section or elsewhere in this Lease for negligence or breach of duty under this Lease by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessor's and Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Lease.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE LEASES RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Lease, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Early Redemption. Provided Lessee has complied with the terms and conditions of this Lease, Lessee shall have the right to pre-pay the scheduled Lease Payments upon the payment of the Early Redemption Value set forth on Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such early redemption right; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have paid in full the Early Redemption Value and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, as is, free of any lien, encumbrance or security interest created by Lessor, or its successors or assigns. Payment of the applicable Early Redemption Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a bill of sale transferring Lessor's interest in the Property to Lessee, as is, free from any lien, encumbrance or security interest created by Lessor, or its successors or assigns. Upon Lessee's actual or constructive payment of the Early Redemption Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Lease shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- 1) Lessee fails to make any payment hereunder within ten (10) days after its due date;
- 2) Lessee fails to comply with any other covenant, condition or Lease of Lessee hereunder for a period of the ten (10) days after notice thereof;
- 3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;
- 4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Lease or any interest herein, or any part of the Property or any interest therein; or
- 5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Lease by appropriate action to collect amounts due or to become due hereunder, by acceleration of amounts due during the current fiscal year, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Cause all license Leases pertaining to the Property to be terminated and revoked, thereby preventing and prohibiting Lessee's continued use of the Property;

(3) Repossess and re-take possession, ownership and control of any and all computers, tangible personal property and related Property and furnishings that comprise a portion of the Property and liquidate same and apply the liquidation proceeds, net costs of liquidation, against sums otherwise owing by Lessee to Lessor hereunder; or

(4) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that

term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Lease is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Lease; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

15. **Assignment.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee, Lessee's employees, or Lessee's customers for County business. Lessor may assign its rights, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Lease or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge receipt of such assignments in writing if so required. During the term of this Lease, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. **Personal Property.** Lessee agrees and acknowledges that any and all computers, tangible personal property and related Property and furnishings that comprise a portion of the Property are hereby deemed and considered to comprise personal property.

17. **Title to Property.** Upon its acceptance of the Property, Lessee shall be deemed and considered to be the owner of all Property and assets that comprise the Property, and shall be deemed to be the license holder of all software and related licenses that comprise the Property during the term of this Lease provided, however, that upon the occurrence of an Event of Default and during the continuation thereof, then title to the licenses and assets that comprise the Property shall be reverted immediately to and in favor of Lessor absent any further action required by either party hereto, and free and clear of any right, title or interest of Lessee therein, unless Lessor elects otherwise, and all license agreements related to the software that comprises the Property shall immediately be terminated, and Lessee shall have no further right to use or access same.

18. **Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. **Interest on Default.** If Lessee fails to pay any Lease Payment specified in Section 1 hereof or any other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful interest rate.

20. **Notices.** Any notices to be given or to be served upon any party hereto in connection with this Lease must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Lease or at such other address as either party may hereafter designate.

21. **Security Interest.** As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Lease considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. As further security therefore, Lessee hereby grants to Lessor a first priority security interest, if applicable, in the proceeds of funding which are deposited into an escrow account prior to disbursement to the vendor, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

22. **Tax Exemption.** Lessee acknowledges and agrees that the Lease Payments have been calculated by Lessor assuming that the interest portion of each Lease Payment is exempt from Federal Income Taxation. Lessee will comply with

all applicable provisions of the Internal Revenue Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments and will not use or permit the use of the Property in such a manner as to cause this Lease to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of this Lease as soon as practicable and with all reasonable dispatch for the purpose for which this Lease has been entered into, and that no part of the proceeds of this Lease shall be invested in any securities, obligations or other investments except for the temporary period pending such use, nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Lease, would have caused any portion of this Lease to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the this Lease. The Lessee shall pursuant to Section 149 of the Code maintain a system with respect to this Lease, which tracks the name, and ownership interest of each assignee who has an ownership interest in this Lease.

23. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, not later than eight (8) months after and as of the end of each fiscal year. Periodic financial statement shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period, certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

24. Binding Effect; Severability; Survival. This Agreement and the Lease shall not become effective until executed by Lessor, and upon such acceptance and execution shall inure to and bind the parties, their successors, legal representatives and assigns. No provision of this Agreement or the Lease that may be construed as unenforceable shall in any way invalidate any other provision hereof or thereof, all of which shall remain in full force and effect.

25. Miscellaneous.

a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

b) Lessee agrees to equitably adjust the Payments payable under this Lease if there is a determination for any reason that the interest payable pursuant to this Lease (as incorporated within the schedule of Payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

d) This Lease shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

e) This Lease constitutes the entire Lease between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

f) Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Lease.

g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

h) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

j) Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the 20th day of March in the year 2008.

Lessor: Government Capital Corporation

Marti Harger
Authorized Signature

Print Name: Marti Harger

Print Title: Director of Operations

345 Miron Dr.
Southlake, TX 76092

Lessee: Monterey County

[Signature]
Authorized Signature
Mike Derr, Purchasing Manager

Attest:

Patricia Barraco
Witness Signature

Print Name: PATRICIA BARRACO

Print Title: Documentation Coordinator

Attest:

[Signature]
Witness Signature

Print Name: Denise Pennell

Print Title: Clerk of the Board

EXHIBIT A
DESCRIPTION OF PROPERTY

MUNICIPAL TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 4854

BY AND BETWEEN

Government Capital Corporation and Monterey County

PROPERTY DESCRIPTION

Accela Automation [®] Land Management Server License	1
Accela Automation Land Management Included Named User Licenses	5
Accela Automation Land Management Additional Named User Licenses	145
Accela Citizen Access [™] Server License	1
Accela Citizen Access Use License (Based Upon 410,206 Population)	1
Accela Citizen Access Module Fee	3
Accela Wireless [™] Server License	1
Accela Wireless Included Named User Licenses	5
Accela Wireless Additional Named User Licenses	5
Accela GIS [™] Server License	1
Accela GIS Included Named User Licenses	5
Accela GIS Additional Named User Licenses	145
Accela Service Request [™] Server License	1
Accela Service Request Included Named User Licenses	5
Accela Automation Licensing Server License	1
Accela Automation Licensing Included Named User Licenses	5
Accela IVR [™] Port Licenses (Tier II)	5

Including all related implementation, maintenance, and managed services for the term of this Agreement.

PROPERTY LOCATION:
168 West Alisal St., 3rd Floor
Salinas, CA 93901

Exhibit B
SCHEDULE OF PAYMENTS

MUNICIPAL TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 4854

BY AND BETWEEN

Government Capital Corporation and Monterey County

PMT NO.	PMT DATE MO. DAY YR.	TOTAL PAYMENT	TAX-EXEMPT PORTION	Early Redemption Option after pmnt on this line
1	07/01/08	\$357,796.18	\$21,240.75	N/A
2	07/01/08	\$357,796.18	\$81,714.41	N/A
3	07/01/10	\$357,796.18	\$47,363.33	\$679,703.36
4	07/01/11	\$357,796.18	\$32,316.65	\$345,696.80
5	07/01/12	\$357,796.18	\$16,540.66	\$1.00

Total of All Scheduled Payments \$ 1,788,980.90

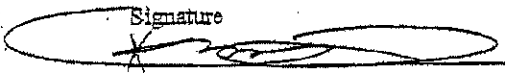
INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

MUNICIPAL TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 4854

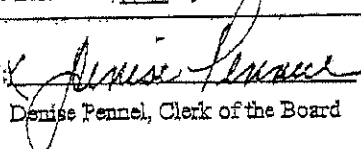
BY AND BETWEEN

Government Capital Corporation and Monterey County

I, Denise Pennel, do hereby certify that I am the duly elected or appointed and acting Clerk of the Board of Monterey County, a political subdivision or agency duly organized and existing under the laws of the State of California, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Technology Lease-Purchase Lease dated as of March 25, 2008, between Monterey County and Government Capital Corporation.

Name	Title	Signature
Mike Derr	Purchasing Manager	

IN WITNESS WHEREOF, I have duly executed this certificate hereto this 27th day of 2008.

BY: 
Denise Pennel, Clerk of the Board

Lessee certifies that it is self-insured or that property and liability insurance have been secured in accordance with the Lease. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. The following information is only applicable if the Lessee is not self-insured:


INSURANCE COMPANY/AGENT'S NAME:

INSURANCE COMPANY ADDRESS:

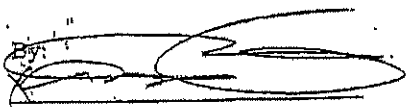
PHONE NUMBER:

POLICY NUMBER:

I, Mike Derr, Contracts Purchasing Manager of Lessee, do hereby certify that the Property described in Exhibit A to the Lease will be used by the undersigned Lessee for the following purpose:


The undersigned hereby represents that the use of the Property is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this 25th day of March, 2008

By: 
Mike Derr, Contracts Purchasing Manager
For Lessee: Monterey County

CERTIFICATE OF ACCEPTANCE

MUNICIPAL TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 4854

BY AND BETWEEN

Government Capital Corporation and Monterey County

1. ACCEPTANCE: Monterey County, as Lessee under that certain MUNICIPAL TECHNOLOGY LEASE-PURCHASE AGREEMENT dated as of March 25, 2008 hereby acknowledges for the purpose of this Agreement, acceptance and/or pre-payment of all of the Property described on the attached Exhibit "A". The Lessee understands that pursuant to the terms and conditions of the Agreement, the Lessee is obligated to make lease Payments commencing July 1, 2008. Lessee hereby certifies that such Property is fully insured in accordance with Section 10 of the Agreement and that such Property constitutes all or a portion of the Property as that term as defined in the Agreement.

2. PROPERTY:

SEE EXHIBIT A to Lease

3. USE: The primary use of the Property is as follows:

4. PROPERTY LOCATION:

Monterey County
168 West Alisal Street
Salinas, CA 93901

5. INVOICING: Invoices shall be sent to the following address, including to whose attention invoices should be directed:

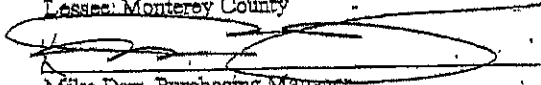
Tim McCormick, Director of Building Services
Monterey County
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

6. INSURANCE: Lessee certifies that property and liability insurance have been secured in accordance with the Lease and such coverage will be maintained in force for the term of the Lease. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee:

____ Company Insured Election to self-insure

ACCEPTED on this the 25th day of March, 2008.

Lessee: Monterey County


Mike Derr, Purchasing Manager

TAX AND ARBITRAGE CERTIFICATE
MUNICIPAL TECHNOLOGY LEASE-PURCHASE LEASE No.4854
BY AND BETWEEN

Government Capital Corporation and Monterey County

This Tax and Arbitrage Certificate is executed on this 27th day of MARCH, 2008, by the undersigned ("Lessee") and pertains to that Property lease or financing Lease as is more fully described above (the "Lease"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation Section 1.103-14 and 1.103-15 (the "Regulations"). Lessee hereby agrees that: (a) proceeds derived from the issuance of the Lease shall only be used to acquire Property that has a governmental purpose and will not be used to acquire Property that will benefit any private business activity; (b) proceeds derived from the issuance of the Lease shall never be invested in instruments yielding an interest rate return in excess of the rate of interest set forth in the Lease; (c) proceeds derived from the issuance of the Lease shall be fully and completely expended for their anticipated purpose within one year from the date of the Lease; (d) proceeds derived from the issuance of the Lease shall not be used to finance any acquisition other than the purchase of that Property identified in the Lease along with related costs and costs of issuance; (e) the repayment of the Lease is not guaranteed directly or indirectly by the federal government; (f) Lessee shall execute a Form 8038-G and allow for such to be filed of record with the Internal Revenue Service; (g) the Lease is in registered form and that the Lessee shall maintain a record regarding the ownership of the Lease and the payment of all sums payable under the Lease; (h) the proceeds derived from the issuance of the Lease are not in excess of the sum required in order to acquire the property that is the subject of the Lease and to fund the costs associated with the issuance of the Lease; (i) Lessee does not currently contemplate the sale or disposition of the Property that is the subject of the Lease prior to the expiration of the Lease's payment terms; and (j) the Lessee shall otherwise abide by all applicable rules and regulations related to the issuance of the Lease.

To the best of the knowledge and belief of the undersigned, the expectations as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations. Lessee has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

Executed on the date first referenced above.

Lessee: Monterey County


Mike Dem, Purchasing Manager

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No: 08 – 099

A Resolution To Create Article XXVI (Special Land Use Fees) Of The County Master Fee Resolution To Add A Six Percent Information Systems Technology Surcharge Fee To All Fees for Land Use Applications, Construction Permits and Code Enforcement Activities In The Building Services Department And Planning Department For the Period From July 1, 2008 Through June 30, 2013. (PD080216/ACCELA Contract and Fees)

This Resolution is made with reference to the following facts:

- 1. State law allows the County, after noticed public hearing, to adopt a resolution adopting or amending fees for processing applications for various land use permits and entitlements, provided the fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged.
2. Section 1.40.010 of Chapter 1.40 of the Monterey County Code provides that all fees, penalties, refunds, reimbursements, and charges of any kind by the County may be specified in the Monterey County Fee Resolution.
3. The Board of Supervisors held a duly noticed public hearing to consider the proposed adjustments to the land use fees. Notice of this matter was provided by publication of notices of public hearing in newspapers of local circulation in the County, and all testimony from staff and the public has been heard and considered.
4. The Board of Supervisors is authorizing the purchase of a new software system for land use permitting, information management and customer services to improve services and management of processes related to land use applications, construction permits and related code enforcement activities.
5. The cost of providing the purchase of the information system technology is known to be \$1,791,726.95 for the term March 31, 2008 through December 31, 2012. Based on projected revenues in the Building Services Department and the Planning Department, an increase of six percent to County's land use applications, construction permits and related code enforcement activities is estimated to recover the cost of this service over the next five years.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. Article XXVI (Special Land Use Fees), attached hereto as Exhibit A and incorporated herein by reference is hereby created and adopted as part of the Monterey County Master Fee Resolution to establish an additional six percent surcharge to land use applications, construction permits and related code enforcement activities fees in the Building Services

Department and Planning Department for the purchase of information system technologies; and

2. Article XXVI shall be effective on July 1, 2008, which will be more than sixty days following adoption of this resolution as required by state law.

PASSED AND ADOPTED on this 25th day of March, upon motion of Supervisor Potter, seconded by Supervisor Salinas, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter

NOES: None

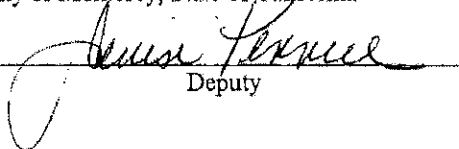
ABSENT: None

I, Denise Pennell, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on March 25, 2008.

Dated: March 25, 2008

Denise Pennell, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By



Deputy

ARTICLE XXVI

SPECIAL LAND USE FEES

SECTION 1. BUILDING SERVICES DEPARTMENT FEES

1. Technology Surcharge Fee: All Building Services Department fees for permitting, plan review, construction inspections and code enforcement activities for the period of July 1, 2008 through June 30, 2013 shall include an additional six percent surcharge for the purchase of information system technologies.

SECTION 2. PLANNING DEPARTMENT FEES

1. Technology Surcharge Fee: All Planning Department fees for the processing of land use permits and entitlements and related fees as set forth in Article IX of the Monterey County Master Fee resolution for the period of July 1, 2008 through June 30, 2013 shall include an additional six percent surcharge for the purchase of information system technologies.

SECTION 3. PERIOD OF OPERATION

1. Effective Dates. This article shall expire on June 30, 2013.

5-4

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A - 11132

- a. Authorize the Purchasing Manager for Monterey County to execute an agreement with Accela, Inc. for professional services to implement, host, and maintain the Accela Automation software product for land use permits, information management and customer service functions in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012 and to execute up to two one year extensions of this Agreement;
- b. Authorize the Purchasing Manager for Monterey County to execute an Agreement with Government Capital Corporation, a Texas corporation, for the closed end lease-purchase of the Accela Automation software product in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012; and
- c. Adopt the attached resolution to create Article XXVI (Special Land Use Fees) of the County Master Fee Resolution to add a Six Percent Information Systems Technology surcharge fee to all fees for Land Use Applications, Construction Permits and Code Enforcement Activities in the Building Services Department and Planning Department for the period from July 1, 2008 through June 30, 2013.
(Agreement - PD080216/County Master Fee Resolution, County-wide)

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

- a. Authorize the Purchasing Manager for Monterey County to execute an agreement with Accela, Inc. for professional services to implement, host, and maintain the Accela Automation software product for land use permits, information management and customer service functions in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012 and to execute up to two one year extensions of this Agreement;
- b. Authorize the Purchasing Manager for Monterey County to execute an Agreement with Government Capital Corporation, a Texas corporation, for the closed end lease-purchase of the Accela Automation software product in an amount not to exceed \$1,791,726.95 for the term March 31, 2008 through December 31, 2012; and
- c. Adopt the attached resolution to create Article XXVI (Special Land Use Fees) of the County Master Fee Resolution to add a Six Percent Information Systems Technology surcharge fee to all fees for Land Use Applications, Construction Permits and Code Enforcement Activities in the Building Services Department and Planning Department for the period from July 1, 2008 through June 30, 2013.
(Agreement - PD080216/County Master Fee Resolution, County-wide)

PASSED AND ADOPTED this 25th day of March, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter

NOES: None

ABSENT: None

I, Denise Pennell, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on March 25, 2008.

Dated: March 25, 2008

Denise Pennell, Interim Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy