ITEM NO. 16

STAFF REPORT

CITY OF OCEANSIDE

DATE: December 13, 2006

TO: Honorable Mayor and City Council Members

FROM: Mike Blessing, Deputy City Manager
Michael Sherwood, Chief Information Officer

SUBJECT: **APPROVAL OF AGREEMENTS FOR SOFTWARE LEASE/PURCHASE AND ANNUAL MAINTENANCE FOR A DEVELOPMENT MANAGEMENT SOFTWARE SYSTEM; APPROVAL OF A LOAN FOR HARDWARE AND SUPPORT; ADDITION OF A PROVISIONAL MANAGEMENT ANALYST POSITION TO SERVE AS THE CITY'S PROJECT MANAGER; AND ADOPTION OF A RESOLUTION ADDING A SURCHARGE TO DEVELOPMENT RELATED FEES.**

SYNOPSIS

Staff recommends the City Council approve the five-year professional services agreement with Accela, Inc., of Dublin, California, in the amount of $1,463,087, for software lease/purchase and annual maintenance of a development tracking software system, the Accela Project; approve the Municipal Lease-Purchase Agreement with Government Capital Corporation a Texas corporation, to finance the lease/purchase of the software and five years of annual maintenance (at 2.99 percent interest); approve the escrow agreement to facilitate funding arrangements for the acquisition of the software; authorize the City Manager to execute the agreements; approve a loan in the amount of $300,000 (at 5 percent interest) from General Fund Unallocated Fund Balance, which was available as of June 30, 2006, for hardware purchase, technical support, and project manager support, to be repaid over a five-year period; addition of a provisional management analyst position to serve as the City's project manager funded through the loan; and adopt a resolution adding a 6.2 percent surcharge to all permits and related development fees within Planning, Building, Engineering and Redevelopment.

BACKGROUND

The City currently does not have a system that enables departments/divisions to share related information to provide citizens, developers and builders an efficient means of submitting and tracking the status of the planning, engineering, building, business license, fire prevention, water utilities, redevelopment and code enforcement processes.

The departments either use a stand-alone Microsoft Access application, or track the required processes manually. The current process requires the citizen and/or developer/builder to submit and track the status of their project plans, building permit,

inspections, business license application, etc., manually by either calling or visiting the department in person.

The existing antiquated processes are inefficient and put the City at greater risk of project errors due to a lack of proper checks and balances.

Requests for Proposals (RFPs) were sent to five potential vendors in 2002 to assist the City with the software selection process. Each proposal addressed the requirements identified in the RFP. Three of the vendor's proposals were not considered. The considered vendors and their quoted costs, including estimated travel costs, were:

Vendors	System Quotes
Hansen	$1,120,000.00
Accela	$1,255,300.00

The project team and department directors reviewed each of the proposals. After meeting to discuss each user's concerns, a consensus was reached. Accela is the only vendor that provides a Web-based enterprise system that is robust enough to meet the needs of the diverse group of departments. In follow-up discussions, Accela, Inc., was able to adequately address all the concerns of the users, and thus became the users' choice.

ANALYSIS

Faster application to occupancy processes which save time and ultimately money for builders and citizens are key reasons for implementing the Accela system. The system will eventually enable builders and citizens to submit their project application with required documents through the Internet, and track the complete status of the project from beginning to end. The system is designed to streamline the permit process by effectively connecting shared project information between the process related departments. The system provides immediate on-line access to project information, project status and detailed inspection results from the convenience of the home or office. Immediate access to current project information any time of the day twenty-four hours a day, seven days a week is a convenient, efficient and money saving feature.

All building projects that are either in process during the first phase of the Accela project launch, or are submitted during the first phase of the Accela project will be included in the roll-out of the system. Builders will realize immediate benefits from the system through a streamlined plan check submittal, review and approval processes, as well as access through their computers to the on-line inspection status.

An inspector in the field will be able to view the permit process and status of a building he/she is ready to inspect. Notes related to the permit process are readily available (real time), as well as GIS maps of the area and building plans, if applicable. These applications reduce research time in the office and allow for more field time dedicated to inspections, thereby increasing the number of inspections being performed on a daily basis and reducing inspection roll-overs.

Improved customer service and automated checks and balances are also key aspects of the new system. By automating many of the tasks associated with issuing a permit or

license, the system enables the department to automatically calculate fees, set the permitting process including scheduling required steps, scheduling and routing inspections to the appropriate person, and tracking the approval process.

The Land Management component of the software manages all of the land use activities including the planning process, project plans, permits, zoning, building safety requirements, inspections, plan reviews, code enforcement, conditions/variances; it additionally tracks fees and recovery costs. The Land Management module enables the departments to project and manage the growth of the City including services and resources.

The Land Management module provides a central repository of all activities, people, documents and other information needed to accurately resolve complex issues related to engineering, planning, building, redevelopment, water utilities, code enforcement, fire prevention and business licensing.

The module also provides tools for the Fire Department to track and manage the hundreds of steps involved with completing fire permits, plan reviews, fee calculations, and inspections; to issue and track citations; to research permit history, fire codes, sign-offs; and task lists; and to support the mobile inspection process.

Additionally, Water Utilities processes will be integrated in the Land Management module to ensure that the assignment and installation of water meters is tied to the permit process. Water meter fees and the assignment of meters will be easily tracked and managed through the system.

The business license module automates the business licensing, registration and renewal processes. The complex business license expiration and renewal processes are automated within the module. The module enables on-line access to submit and renew business licenses.

The new Accela application will eliminate several outdated stand-alone applications that are not supported, and cannot be shared with other departments/divisions. The new application will also ensure uninterrupted software and hardware support.

It is anticipated that the project will kick off within thirty days from the date the contract is signed. From the kickoff date it is estimated that the first implementation will take approximately 180 days. The Planning, Engineering, Building and Redevelopment Divisions will participate in the first implementation. The Planning, Engineering, Building and Redevelopment divisions' processes will dove-tail to create a seamless workflow process that takes into account all key department functions as well as time-critical processes.

The addition of a 6.2 percent surcharge to all development-related permits and fees over a five-year period is anticipated to be sufficient to cover three quarters of the cost related to the acquisition and support of this software system. This figure was calculated by dividing the Planning, Engineering, Building and Redevelopment divisions total cost of the software package and associated expenses by the five-year average of

development-related fees and permits for planning, engineering and building service fees.

Water Utilities, Code Enforcement, Business License and the Information Technologies departments/divisions will absorb their portion of the software purchase and annual maintenance ($487,919) through their approved budgets, over the five-year project payment period.

Estimated surcharge fees will be substantially less than one percent of the reported cost of construction. The impacted fees for a typical new 2000-square-foot single-family residence, with combined grading, building review and inspection fees in the amount of $2,431 would see an in increase of $151. A new 50,000-square-foot commercial building with a permit valuation of $3,350,000 and combined landscape, grading, improvement plan, building permit review, inspection fees, and development review fees in the amount of $21,933, would see a net increase of $1,360. Surcharge fees for simple permits, such as re-roofing would be as little as $2.42. The surcharge fee will take effect January 16, 2007.

FISCAL IMPACT

The combined cost of the software, annual maintenance, and interest for the Accela project is $1,586,324. The first of five annual software maintenance lease payments of $317,265 is due by September 10, 2007. Each additional lease payment for the following four years will stay the same. Departments/divisions other than Planning, Engineering, Building and Redevelopment utilizing the Accela software will contribute through their departmental budgets to the cost of the lease. At the end of the five-year lease term, the City will own the software at the residual cost of $1.

Hardware and staff support for this project will be paid from a $300,000 loan to the Accela project from General Fund Unallocated Fund Balance. The remaining General Fund Unallocated Fund Balance as of November 29, 2006, is $1,350,344. The $300,000 will be repaid over a five-year period at an interest rate of five percent, with the first payment deferred for one year. Included in this loan is a provisional management analyst position to serve as the City's project manager for Accela. $87,000 will be transferred from General Fund Unallocated Fund Balance to account 194270.5101 for the salary and $33,000 will be transferred to account 194270.5108 for benefits. The terms of the provisional position will end when the budget appropriation is expended in full. The remaining amount of $180,000 will be transferred to account 194270.5214 and used specifically for Accela-related hardware and technical staff support on an as-needed basis.

COMMISSION/COMMITTEE REPORT

On October 10, 2006, the Economic Development Commission unanimously endorsed the Accela project during a scheduled meeting.

CITY ATTORNEY'S ANALYSIS

Pursuant to the Government Code 66016 the Council is authorized to hold a public hearing on the adoption of the 6.2 percent surcharge. The Council shall consider the

evidence presented at the hearing including any written or oral presentation. After conducting the public hearing, the Council shall approve, disapprove or conditionally approve the surcharge, including adopting findings in support of Council's decision as required by Government Code 66016. The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the five-year professional services agreement with Accela, Inc., of Dublin, California, in the amount of $1,463,087, for software purchase and annual maintenance of a development tracking software system, the Accela Project; approve the Municipal Lease-Purchase Agreement with Government Capital Corporation a Texas corporation, to finance the lease/purchase of the software and five years of annual maintenance (at 2.99 percent interest); approve the escrow agreement to facilitate funding arrangements for the acquisition of the software, authorize the City Manager to execute the agreements; approve a loan in the amount of $300,000 (at 5 percent interest) from General Fund Unallocated Fund Balance, which was available as of June 30, 2006, for hardware purchase, technical support, and project manager support, to be repaid over a five-year period; addition of a provisional management analyst position to serve as the City's project manager funded through the loan; and adopt a resolution adding a 6.2 percent surcharge to all permits and related development fees within Planning, Building, Engineering and Redevelopment.

PREPARED BY:

Michael L. Sherwood
Chief Information Officer,
Information Technologies Division

SUBMITTED BY:

Barry E. Martin
Interim City Manager

Reviewed By:

Michelle Skaggs Lawrence, Assistant to the City Manager

Mike Blessing, Deputy City Manager

Nita McKay, Financial Services Director

Peter Weiss, Public Works Director

Lonnie Thibodeaux, Interim Director of Water Utilities

David Manley, Neighborhood Services Division Manager

James Zicaro, Chief Building Official

Marty Eslambolchi, City Development Engineer

Dave Overton, Fire Marshall

Accela Project Overview

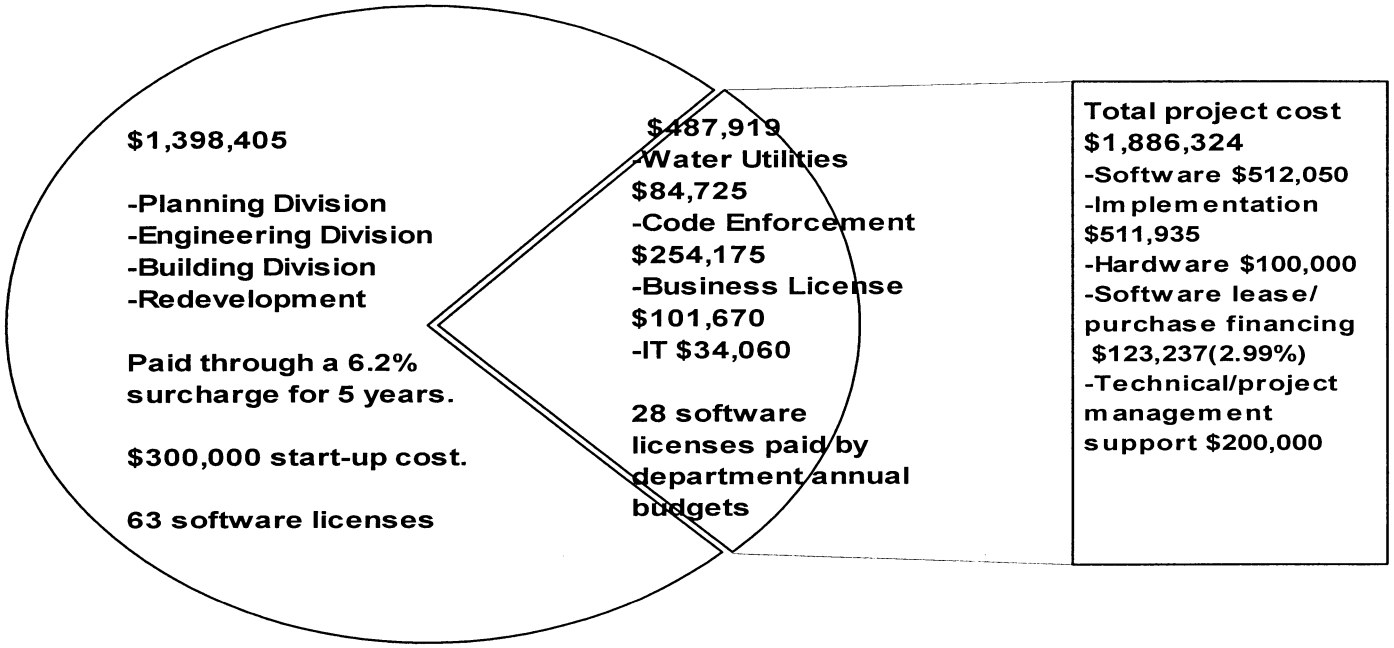
December 13, 2006

City Council Presentation

Introduction

Accela System Project Cost Overview

Accela System Five Year Lease/Purchase Project Cost



Accela System Benefits

- **The system enables the staff to manage all of the land use activities including the planning process, plan review, permits, zoning, building safety, code enforcement, and conditions and variances.**
- **The system enables the departments to automatically calculate fees, set permitting requirements, set timing and compliance triggers, automatically routes inspections to the appropriate inspector and tracks the approval process.**
- **The system enables the participating departments to share related information to provide citizens, develops and builders an efficient means of submitting and tracking the status of a project.**
- **The system is a web-based application that will enable customers to submit and track the status of their project(s) on-line from their business or home.**
- **The system also enables the customer to utilize their phone to automatically schedule inspections utilizing an interactive voice response (IVR) mechanism.**

Accela System Benefits (cont.)

- **Improved customer service and automated checks and balances are key aspects of the system.**
- **All project activities, costs and related documents are managed through the system in a central repository.**
- **Another key feature of the system is the automated inspection process. All field inspectors will have laptops to receive real-time inspection information.**
- **The assignment and installation of water meters is tied to the permit process.**
- **Business licensing and renewals are an automated process within the system.**
- **The Fire Department plan check processes and inspection processes are managed through the system.**
- **The Code Enforcement complaint, citations, and inspection processes are tracked through the system.**

Development Permit and Fee Types Affected by the 6.2% Surcharge:

- Permit-Coastal Development
- Permit-Street Name Assignment Fee
- Plan Application Fees
- Document Services-Post Card Notification Fees
- Environmental Review Fees
- Subdivision Map-Development Fees
- Plan Check-Building
- Plan Check-Handicap
- Plan Check-Energy
- Permit-Building
- Permit-All Inclusive
- Permit-Plumbing/Electrical/Mechanical
- Permit-Manufactured Homes/ Park Registration
- Permit-Handicap
- Permit-Energy
- Permit-Sign
- Permit-Mobil Home Operation
- Inspection-Mobile Home AB925

Development Permit and Fee Types Affected by the 6.2% Surcharge (cont):

- Permit-Street/Curb-Engineering
- Permit-Grading-Engineering
- Permit-Structure Moving-Engineering
- Document Services-Photo Mylar Reproduction
- Document Services-Postage Fees
- Document Services-Engineering Document Sale
- Plan Check-Grading-Engineering
- Plan Check-Erosion Control-Engineering
- Plan Check-Improvement-Engineering
- Plan Check-Landscape Engineering
- Final Subdivision Map Review
- Final Parcel Map Review-Engineering
- Lot Line Adjustment-Engineering
- Certificate of Compliance-Engineering
- Certificate of Correction-Engineering
- Processing Fee-Street Vacation-Engineering
- Inspection-Grading-Engineering
- Inspection-Erosion Control
- Inspection-Improvement-Engineering
- Inspection-Landscape-Engineering
- Development Charges-Redevelopment

Accela Inc. Information

- Accela Inc. was created in 1999 from the three-way merger of Sierra Computer Systems Inc. (founded in 1979), OpenData Systems, and Accela Corporation. In May 2001, Accela acquired Tidemark Solutions and then merged with Kiva Systems Inc., in August of that same year. The Sussex Business Systems product line was acquired in December 2002.
- The following pages provide a list of 436 state and local government agencies that are currently utilizing one or multiple Accela solutions to deliver services to their citizens.
- Of the 436 installations the earliest version of the Web-based enterprise Accela system was released in September 2003 in Newton County, Georgia.
- A separate list of Accela customers who are using the Web-based system is available in hard-copy.

Accela Software and Consulting Contract – 2006K013

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 13 day of December, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Accela Inc., hereinafter designated as "CONSULTANT".

RECITALS

A. CITY desires to obtain professional software licensing and consulting services from an independent contractor for the above named project.

B. CONSULTANT has submitted a proposal to provide software licensing and consulting services for the CITY in accordance with the terms set forth in this Agreement.

C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.

D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** Subject to the terms and conditions of this AGREEMENT, the CITY shall retain CONSULTANT, working through CONSULTANT's employees, representatives, agents and subcontractors ("CONSULANT's AGENTS") to implement CONSULTANT's proprietary Accela Automation® computer software products ("Software") by CONSULTANT and provide software consulting support services to the CITY as specified in this AGREEMENT.

1. The AGREEMENT governs the services, work products, software and deliverables to be provided by CONSULTANT to the CITY as set forth in the text of this document and the attachments incorporated herein by this reference. The attachments incorporated into this agreement are: Statement of Work (Exhibit A), Oceanside Self-Hosted Pricing (Exhibit B), Deliverables (Exhibit C), Technical Requirements (Exhibit D), Timeline (Exhibit E), Insurance Certificates (Exhibit F), Vendor Registration Form/W-9 (Exhibit G), Preferred Escrow Agreement

(Exhibit H),

2. The text of this AGREEMENT, together with the Exhibits, constitute the entire AGREEMENT and understanding and agreement between the CITY and CONSULTANT with respect to the services, work products, software and deliverables. This AGREEMENT supersedes all prior oral and written communications. This AGREEMENT may be amended, modified or changed, only in writing when signed by all parties or their specifically authorized representatives as set forth in this AGREEMENT.

3. If there is a conflict among the text of this AGREEMENT, any provision or term in any Exhibit, and an amendment of this AGREEMENT, the following orders of precedence shall apply: an amendment of this AGREEMENT shall govern over any conflicting provisions of earlier amendments, this AGREEMENT, and terms in the Exhibits; and thereafter, the text of this AGREEMENT shall govern over any conflicting provision or terms in the Exhibits; and thereafter, The Exhibits including: Statement of Work (Exhibit A), Oceanside Self-Hosted Pricing (Exhibit B), Deliverables (Exhibit C), Fees (Exhibit D), Timeline (Exhibit E), Insurance Certificates (Exhibit F), Vendor Registration Form/W-9 (Exhibit G), Technical Requirements (Exhibit H), Interface Requirements (Exhibit I), and Preferred Escrow Agreement (J).

4. CONSULTANT is solely responsible for determining the hours and method of CONSULTANT's AGENTS' services, as well as for providing all necessary training and instruction to CONSULTANT's AGENTS so that they are able to satisfy CONSULTANT's obligations contemplated by this AGREEMENT.

5. CONSULTANT shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments, and additions thereto, pertaining in any manner to the performance or services provided under this AGREEMENT. CONSULTANT shall obtain all patents, licenses, and any other permission required to provide the services work product, or deliverables by the CITY, or shall provide, upon the approval by the CITY, alternate, equivalent services, work products, or deliverables for use by the CITY, provided the CITY shall not unreasonably withhold approval of reasonable alternatives which do not significantly increase the cost or burden upon the CITY or the CITY's equipment, systems, staff, or facilities. CONSULTANT 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 CONSULTANT. CONSULTANT provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, CONSULTANT disclaims any and all express and implied warranties,

including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

2.0 **CITY RESPONSIBILITIES**. As required, the CITY agrees to provide CONSULTANT with appropriate access to the CITY's facilities, personnel, data systems and other resources. All financial obligations of the CITY under this AGREEMENT shall be managed by the Chief Information Officer and the Project Manager.

3.0 **TIMING REQUIREMENTS** It is anticipated by the parties that one or more portions of the software system will be fully-implemented by the CONSULTANT before completion of all professional services described herein and final system testing as described below. CONSULTANT will notify the CITY upon completion of the implementation services associated with the first implementation user group to be defined by the parties. For a period not to exceed thirty (30) calendar days in duration (Initial Test Period), CITY may evaluate the operation of the implemented software in a test environment or using test data. If the CITY reasonably determines that its operational use of the software is substantially impaired by one or more material errors in the software, it will so notify the CONSULTANT in writing when the Initial Test Period is completed (Adverse Notification), specifying in sufficient detail the nature of the error(s). Upon receipt of an Adverse Notification, CONSULTANT will correct any identified and reproducible material errors in the software, whereupon the CITY may retest the software for as many as fifteen (15) additional calendar days. Initial Acceptance will be deemed to occur when a) the CITY notifies the CONSULTANT that the software has successfully completed CITY testing; b) the Initial Test Period or subsequent retesting period(s) are completed without an/another Adverse Notification being received by CONSULTANT from the CITY; or c) CITY uses the software in a 'live' environment for thirty (30) days to perform its customary governmental, administrative, or business activities, whichever first occurs. It is further anticipated by the parties that CONSULTANT's implementation activities for the remaining portion of the project will continue concurrently with and will not be dependent on the Initial Testing.

3.1 CONSULTANT shall submit all requests for extensions of time for performance in writing to the city Project Manager no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which the performance is due. The CITY Project Manager shall review all such requests and will grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT's control.

3.2 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by e-mail, telephone, fax, hand delivery or mail.

4.0 **SOFTWARE LICENSE**. The following license terms and conditions apply to any computer software products supplied by CONSULTANT to the CITY hereunder:

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

1. The Software is provided for use only by the employees of the CITY and its departments, commissions, authorities or trusts.

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 CITY has user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the software. CONSULTANT many audit the CITY's use of the Software to ensure that the CITY has paid for an appropriate number of licenses.

3. The CITY may make backup copies of the Software only to protect against destruction of the Software. The CITY may copy CONSULTANT's documentation only for internal use by the CITY's employees.

4. The CITY may not make any form of derivative work from the Software, although the CITY is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to the CITY by CONSULTANT.

5. The CITY may not obscure alter, or remove any confidentiality or proprietary rights notices.

6. The CITY is liable to CONSULTANT for any losses incurred as the result of unauthorized reproduction or distribution of the Software which

occurs while the Software is in the CITY's possession or control and that is caused by the willful misconduct or negligence of the CITY, its officers, agents or employees.

7. The Software may be used only to process transactions relating to the CITY's own properties and official governmental functions and those of its departments, commissions, authorities, or trusts, and the CITY will not sell, rent, assign, sublicense, lend, or share any of the CITY's rights und this AGREEMENT or use such rights to process transactions to which the CITY or its departments, commissions, authorities, or trusts are not a party.

8. The CITY 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; The CITY is not entitled to received source code for Software except pursuant to the Technology Escrow Agreement, which is attached to this AGREEMENT as Exhibit J.

9. All rights not expressly granted to the CITY are retained by CONSULTANT.

5.0 **SOFTWARE MAINTENANCE.** Provided the CITY pays all assessed annual maintenance fees in accordance with Accela Automation – Oceanside Self-Hosted Pricing matrix (Exhibit B) and this AGREEMENT, the following terms and conditions will govern the maintenance of any computer software products supplied by CONSULTANT to the CITY hereunder:

a) Maintenance Services:

1. Telephone Support: CONSULTANT will provide the CITY with a telephone number to contact the Customer Resources Center (CRC), CONSULTANT's live technical support facility, which is available from 6:00 A.M. until 6:00 P.M. Pacific time Monday through Friday, excluding CONSULTANT's observed holidays.

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

3. Online Support: CONSULTANT will provide the CITY with access to archived software updates and other technical information in CONSULTANT's online support databases, which are continuously available.

4. Remote Support: When required to properly resolve a maintenance request, CONSULTANT will provide remote assistance to the CITY via WebEx™ Meeting Center™ environment or another mutually acceptable remote communication method.

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

6. Software Updates: CONSULTANT will provide revisions of and enhancements to maintained software products to the CITY as such updates are generally-released by CONSULTANT.

b) Maintenance Limitations:

1. Limitations Generally: The following are not covered by this AGREEMENT, 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 CONSULTANT-maintained Software;
b. Services required due to software corrections, customizations, or modifications not developed or authorized by CONSULTANT;
c. Services required by the CITY to be performed by CONSULTANT outside of usual working hours.
d. Services required due to external factors including, but not necessarily limited to, the CITY's use of software or hardware not authorized by CONSULTANT;
e. Services required to resolve, or work-around conditions which cannot be reproduced in CONSULTANT's support environment;
f. Services which relate to tasks other than maintenance of CITY's existing implementation and configuration of the CONSULTANT -maintained Software including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;

g. Services requested by the CITY to implement software updates provided by CONSULTANT pursuant to this AGREEMENT; and

h. New or additional applications, modules, or functionality released by CONSULTANT during the term of this AGREEMENT.

c) Legacy Releases: CONSULTANT 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". CONSULTANT will respond to maintenance requests concerning Legacy Releases only using current available information. Services requiring additional research, engineering-level support, coding or programming by CONSULTANT will not be provided pursuant to this AGREEMENT, but may be separately available at rates and on terms which may vary from those described herein.

d) The first term of maintenance will commence upon execution of this AGREEMENT and will continue for a period of one (1) calendar year from the date of the Initial Acceptance defined hereinabove. Each subsequent term of maintenance will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from.

6.0 **PROFESSIONAL SERVICES AND STANDARDS.** In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions. CONSULTANT will provide the implementation and training services 'PROFESSIONAL SERVICES' described in the Statement of Work (SOW) attached hereto as (Exhibit A)

7.0 **WARRANTY**. CONSULTANT warrants that, from the Effective Date of this Agreement until two hundred seventy (270) calendar days following the Acceptance Date ("Warranty Period"), all services, work product, maintenance and deliverables performed or provided under this AGREEMENT shall be performed consistent with generally prevailing professional standards. CONSULTANT shall maintain during the Warranty Period the standard of care, skill diligence and professional competency for such work product deliverables and services. During said Warranty Period, CONSULTANT agrees to require all of CONSULTANT's agents, by the terms of its contracts, to provide services, work products, and deliverables at the same standard of care, skill diligence and professional competence required of CONSULTANT. Claims by the CITY pursuant to this Section must arise within the Warranty Period and are subject to

the following additional provisions: a) The CITY must report any deficiencies in the work product or deliverables of CONSULTANT in writing within ten (10) working days after the acceptance of the delivery of the work product or deliverable to the CITY, as acceptance and delivery are defined particularly as to that service or task in the scope of work (Exhibit A). b) The CITY's primary remedy for any breach of the above warranty shall be the re-performance of the service without additional cost to the CITY.

8.0 **INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Chief Information Officer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder for this project without the prior written authorization by the Chief Information Officer. CONSULTANT shall be sole responsible for the performance of any of CONSULTANT's AGENTS.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, which employees, agents, and consultants are all subject to the approval of the CITY, which approval will not be unreasonably denied.

9.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 10.3 through 10.8 of this Agreement. Notwithstanding, the "additional insured" requirements described in Subsection 10.3 shall not be construed to apply to the Workers' Compensation policy required in this Section.

10.0 **LIABILITY INSURANCE.** CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

10.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

10.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchases by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

10.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section. The "additional insured" requirements described in this Subsection shall not be construed to apply to the Automobile Liability Insurance policy required above in Subsection 10.1.

10.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance

Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

10.5 CONSULTANT shall provide thirty (30) days written notice to the CITY should any of the foregoing policies be cancelled before their respective expiration dates. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

10.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing an industry-standard Certificate of Insurance concurrently with the submittal of this Agreement.

10.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

10.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

11.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars ($1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

12.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except to the extent that those claims arising from the willful misconduct, passive negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys'

fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

If, during the sixty (60) calendar days following the Effective Date ("Start-Up Period"), litigation is filed challenging the validity of the 6.2% surcharge or the City is legally prohibited from appropriating sufficient funds to meet its assumed obligations associated with this agreement, CONSULTANT will be liable to CITY for any costs actually incurred by CITY during the Start-Up Period for any interest or financing costs relating to this agreement or the Municipal Lease-Purchase Agreement between the City of Oceanside and Government Capital Corporation; CONSULTANT will have no liability for other costs accrued by CITY in connection herewith.

13.0 **ANTI-COLLUSION.** CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this AGREEMENT. CONSULTANT further warrants that is has not paid or agreed to pay any person, company, corporation , individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, continent upon or resulting from the award or making of this AGREEMENT.

14.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY for any claims for damages resulting from the CONSULTANT'S violation of this Section.

15.0 **NONDISCRIMINATION.** In connection with the performance of work and/or services under this AGREEMENT, CONSULTANT agrees as follows:

a) CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). CONSULTANT shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting ore recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT shall agree to post, in conspicuous places, available to employees and applicants for employment.

b) In the event of CONSULTANT's noncompliance with this nondiscrimination clause, this AGREEMENT may be suspended, canceled or terminated by the CITY.

c) CONSULTANT agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this AGREEMENT.

16.0 **COMPENSATION.** For CONSULTANT's performance of services, the CITY shall pay CONSULTANT the compensation as specified in the Statement of Work (Exhibit A), Oceanside Self-Hosted Pricing (Exhibit B), and the Deliverables (Exhibit C), subject to the submission of an appropriate invoice and appropriate supporting documentation indicating the achievement of the related milestones, reports, and tests. The CITY and CONSULTANT acknowledge that the compensation to be paid CONSULTANT pursuant to this AGREEMENT has been established at an amount reasonable for the services to be performed by CONSULTANT as described herein. No rate changes shall be made during the term of this Agreement without prior written approval of the Chief Information Officer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $1,543,419.00. Notwithstanding, CITY recognizes that said total contract price includes estimated amounts for professional services and travel expenses. Per Exhibit C hereto, such professional services are time-and-materials deliverables for which CITY will be invoiced on a monthly basis as such professional services are rendered. The number of hours described in the exhibits hereto represents a good faith estimate by CONSULTANT of the number of hours of effort needed to complete the work and is not a guarantee. All actual project hours worked will be billed on a time-and-materials basis, not to exceed the total contract price. Just as there is no cap on the number of hours available to CONSULTANT to complete the work, there is no guarantee that CONSULTANT will need to work the number of hours

estimated to complete the professional services. The pricing set forth herein reflects information generally known to CONSULTANT, supplied to CONSULTANT by CITY, and based on CONSULTANT's interpretation of the work to be performed. In addition to such amounts, CITY will reimburse CONSULTANT for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates for CITY's budgeting convenience only, the Estimated Fees described in Exhibit A include estimated expenses. CONSULTANT'S airfare, travel time, lodging, rental transportation, meals and other miscellaneous expenses will be reimbursed with proof of expenses only, not to exceed the travel expenses listed in Exhibit A.

16.1 No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Chief Information Officer. CONSULTANT shall obtain approval by the Chief Information Officer or the Project Manager prior to performing any work which results in an additional expense to CITY.

16.2 CONSULTANT shall maintain accounting records including the following information:

a) Detailed costs of all travel expenses and all agreed to implementation costs that exceed the original AGREEMENT terms; and
b) Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

16.3 CONSULTANT'S accounting records shall be made available to the Project Manager within a reasonable time of the Project Manager's request for inspection.

16.4 CONSULTANT shall submit monthly statements to the CITY for Implementation, Project Management services and travel expenses. The CITY shall make payments to CONSULTANT up to the total contract price within thirty (30) days of receipt of the invoice.

16.4.1 The first lease payment is deferred for the one year from the contract approval date. The combined first year lease payment of server software license fees, software user license fees, and first-term annual maintenance costs described in Exhibit B shall not exceed $306,039.00. The lease payment of the server software license fees, software user license fees, and first-term annual maintenance costs are due by October 30, 2007.

16.4.2 CONSULTANT and the CITY agree to a five (5) year maintenance agreement to receive the 'Special License Discount' and flat-rate maintenance pricing. Annual maintenance fees for the second through fifth terms of maintenance will be due on October 30th, 2008, 2009, 2010 and 2011.

16.4.3 The CITY may, in accordance with this Agreement, withhold ten (10%) percent of any payment due the CONSULTANT for professional services as retainage until Final Acceptance of the software implementation. Said retainage provisions will not be deemed to apply to license or maintenance fees or to reimbursement for expenses incurred by CONSULTANT.

16.5 The CITY will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to CONSULTANT. All such taxes, if due, are the responsibility of the CONSULTANT, or the CONSULTANT's agents and will not be charged to the CITY. CITY will be responsible for payment of all federal, state or provincial, and local taxes and duties attributable to Software license or maintenance fees. If CITY is exempt from certain taxes, CITY will provide CONSULTANT with an appropriate certificate of exemption.

17.0 **TERMINATION OF AGREEMENT AND STOP WORK.** 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. Upon any termination of AGREEMENT all rights granted to the CITY by the CONSULTANT are cancelled and revert to the CONSULTANT except as otherwise provided in this AGREEMENT.

17.1 Upon receipt of the notice of termination from the CITY, CONSULTANT shall immediately discontinue all services affected (unless the notice directs otherwise). Upon termination by the CITY, the CITY shall pay CONSULTANT for reasonable work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of the AGREEMENT and as further limited by the not to exceed amounts set out in the AGREEMENT

17.2 Notwithstanding, the CITY may hold any outstanding payments for prior services performed and any retainage as security for payment of any costs, expenses, or damages incurred by the CITY by reason of CONSULTANT's breach or cause; any such retention of funds shall be for a period of not more than three (3) months. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or the Agreement. Termination herein shall

not terminate or suspend any of the required provisions of Warranties, Indemnity, Confidentiality or Insurance of this Agreement

17.3 Upon notice to CONSULTANT, the CITY may issue a stop work order suspending the performance of services and delivery of products and deliverables under the AGREEMENT for a specific period of time. The stop work order shall not terminate or suspend any of the required provisions of the Warranty, Indemnity, Confidentiality or Insurance requirements of the AGREEMENT. In the event the CITY issues a stop work order to the CONSULTANT, the CITY will provide a copy of the stop work order to the CONSULTANT. Upon receipt of a stop work order issued by the CITY, CONSULTANT shall suspend all work except as otherwise agreed by the parties. CITY agrees that the issuance of a stop work order or other CITY delays during the implementation period may have adverse collateral effects on CONSULTANT's overall work schedule. Although CONSULTANT will use its best effort to immediately resume work following a resumption of implementation activities, CITY agrees that work schedules may be delayed by more than the number of days comprising the stop work order or delay by the CITY. CONSULTANT will use its best efforts to provide the CITY notice of any potential or foreseeable delays whether caused by the CITY, CONSULTANT, or act of God. The CITY agrees that if additionally time is reasonably required to complete the implementation services as a direct result of stop work orders or CITY delays a reasonable amount of time may be charged to the CITY at the agreed per diem rate listed in Exhibit B (Oceanside Self-Hosted Pricing). Provided however that CONSULTANT agrees that within two days of receiving a stop work order, or of learning of a delay caused by the CITY that CONSULTANT will provide the CITY a written statement estimating the impact of the delay or stop work order, upon the schedule and upon the time or additionally time reasonably required by CONSULTANT directly due to the delay or stop work order. The Chief Information Officer or the project manager is hereby authorized to issue stop work orders on behalf of the CITY.

17.4 Obligation Upon Termination. Except for the provisions of the Warranties, Indemnity, Confidentiality and Insurance requirements which shall survive the termination of the AGREEMENT, in the event this AGREEMENT is terminated hereunder, the CITY shall pay CONSULTANT's properly documented invoices, if any in accordance with the provisions of this AGREEMENT, through the date of termination and the period set forth in the notice, and thereafter the CITY shall have no further liability under this AGREEMENT to CONSULTANT and CONSULTANT shall have no further obligations to the CITY.

18.0 **CONFIDENTIALITY.** The parties acknowledge that in the course of this AGREEMENT, either party may provide the other with access to valuable information of a confidential and proprietary nature relating to the disclosing party's employees, marketing strategies, business processes, security systems, and technology. All written material, network design, customer lists or other properties, tangible or intangible, arising out of or resulting from the performance of this AGREEMENT, and all confidential or proprietary rights and information, including but not limited to copyrights therein, are considered confidential and shall belong to the disclosing party. The parties agree that during the time period this AGREEMENT is in effect, and thereafter for a period of two (2) calendar years, neither party shall, without the written consent of the other, disclose any confidential information received from the other party to any person or entity, except as may be required for performance hereunder. Notwithstanding, a receiving party may disclose information which is:

a) in its possession prior to disclosure by the other party;

b) available from a third party without violation of this AGREEMENT or the other party's intellectual property rights;

c) in the public domain at the time of disclosure by the other party, or which enters the public domain from a source other than the receiving party thereafter;

d) subpoenaed by governmental or judicial authority; or

e) subject to disclosure pursuant to applicable public records laws.

Upon receipt of a public records request, the CITY shall notify CONSULTANT of the request and it shall be the duty of CONSULTANT thereafter to timely protect and defend its information and interests including but limited to, if necessary, the timely bringing of an injunction against release of the information. Further, during the term of this AGREEMENT, including the term of any amendment hereto, CONSULTANT may publicly disclose its ongoing business relationship with CITY. Such disclosures may indicate CITY's identity and the CONSULTANT product(s) and services provided or contracted to be provided to CONSULTANT, but may not expressly or impliedly indicate CITY's endorsement of CONSULTANT's products or services without the CITY's prior written authorization.

19.0 **VALIDITY.** The invalidity or unenforceability of any provision of this AGREEMENT shall not affect the validity or enforceability of any other provisions of the AGREEMENT, which shall remain in full force and effect.

20.0 **NO WAIVER.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this AGREEMENT, or waiver by any party of strict performance of any of the terms or conditions of this AGREEMENT, shall not be construed as a waiver or relinquishment on the future of such term or condition, but such term or condition shall continue in force and effect.

21.0 **NO ASSIGNMENT WITHOUT CONSENT**. This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this AGREEMENT without the express written consent of the CITY shall be void and of no force or effect. Consent by the CITY to one assignment shall not be deemed to be consent to any subsequent assignment. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. In addition, CONSULTANT has agreed that the **Project Manager** shall be **Greg Bushrod** and that said specific Project Manager may not be removed or replaced without the express written consent of the CITY. The Chief Information Officer or the Project Manager is hereby authorized to approve a change of the Project Manager on behalf of the CITY. Without violation of the foregoing provisions, however, CONSULTANT may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets, and may subcontract with qualified third parties to provide portions of the services described herein.

22.0 **ENTIRE AGREEMENT.** This AGREEMENT comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

23.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the AGREEMENT shall be governed by and construed under the laws of the State of California. The AGREEMENT does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

24.0 **AGREEMENT MODIFICATION.** This AGREEMENT may not be modified orally or in any manner other than by an AGREEMENT in writing, signed by the parties hereto.

25.0 **TIME IS OF THE ESSENCE.** Both the CITY and the CONSULTANT expressly agree that time is of the essence with respect to this AGREEMENT, and the time for performance of each task shall be made a part of the AGREEMENT and shall be strictly observed and enforced. Any failure on the part of either party to object to a delay in performance by the other party shall not waive ay right to object to another delay at a later time.

26.0 **UPGRADES AND SUBSTITUTIONS.** During the Contract Period, if the software named in the Contract is replaced in the CONSULTANT's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon approval of the CITY's Chief Information Officer or Project Manager and implemented by the CONSULTANT for no increase in costs or fees.

27.0 **NO EXTRA WORK.** No claims for extra work product, services, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the CITY unless such services, work product, or deliverable is first approved in writing by the CITY. Provided however, the CITY may contract separately in writing for such additional services at the agreed per diem rate listed in (Exhibit B) Oceanside Self-Hosted Pricing as it may in its discretion deemed necessary.

28.0 **DISPUTE RESOLUTION.** a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

29.0 **NOTICES.** All notices, demands, requests, consents or other communications which this AGREEMENT contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:	**TO CONSULTANT:**
City of Oceanside	Accela, Inc.
Michael Sherwood	4160 Dublin Boulevard, Suite 128
300 North Coast Highway	Dublin, California 94568
Oceanside, CA 92054	Attention: Colin M. Samuels

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur:

a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

30.0 **EFFECTIVE**. This AGREEMENT shall become effective upon execution by all parties and the provision by CONSULTANT of certificates evidencing the required insurance.

a. The CITY shall not indemnify CONSULTANT, provided however; the CITY shall be liable for its negligence and that of its employees working within the scope of their employment in accordance with and to the extent provided in the Governmental Tort Claims Act.

b. CONSULTANT shall provide the warranties as set forth in this AGREEMENT.

c. The CITY shall reimburse CONSULTANT for actual travel costs authorized by the Project Manager and incurred by CONSULTANT for its employees in accordance with CONSULTANT's established travel policies not to exceed $22,000. The CONSULTANT's project manager will monitor and report the expended project expenses as they accrue. If it becomes apparent that the project is approaching allocated amount the CITY and CONSULTANT will work together to remain within the allocated figure or the CITY will acquire additional funds. The CONSULTANT will not incur non-reimbursable expenses.

d. The CITY shall not reimburse CONSULTANT for any taxes incurred or paid by CONSULTANT for which the CITY or its contractors are exempt and for which the CITY has provided the CONTRACTOR a certificate evidencing such exemption. The CITY shall not pay any fine, penalty, or interest resulting from CONSULTANT's failure to timely pay and tax.

31.0 **RETAINAGE PROVISION.** The CITY shall retain ten percent (10%) of the implementation cost (excluding incurred expenses) for each phase. The retained portion will be invoiced after Final Acceptance of the project, as defined herein. CONSULTANT will notify the CITY upon completion of the implementation services. For a period not to exceed sixty (60) calendar days in duration ("Final Test Period"), the CITY may evaluate the operation of any implemented software,

if not previously tested in the Initial Test Period, in a test environment or using test data. If the CITY reasonably determines that its operational use of the software is substantially impaired by one or more material errors in the software, it will so notify CONSULTANT in writing within seven (7) calendar days of the completion of the Final Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of the Adverse Notification, CONTRACTOR will correct any identified and reproducible material errors in the software within a reasonable time and the CITY may retest the software for as many as fifteen (15) additional calendar days. Final Acceptance will be deemed to occur when a) The CITY notifies COSULTANT that the software has successfully completed the CITY's testing: b) the Test Period or subsequent retesting period(s) are completed without another Adverse Notification being received by CONSULTANT from the CITY; or c) the CITY uses the software in a "live" environment to perform its customary governmental, administrative, or business activities, whichever first occurs.

32.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

Accela, Inc.

By: _____
Maury Blackman
Senior Vice President of Sales & Marketing

By: _____
Colin Samuels
Assistant Corporate Secretary

94-2767678
Employer ID No.

City of Oceanside

By: _____

Jim Wood, Mayor

APPROVED AS TO FORM:

S.D.C.A.
City Attorney

(Revised 9/21/2006)

NOTARY ACKNOWLEDGMENTS OF CONSULTANT ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of _CONTRA COSTA___ }ss.

On __September 28, 2006____, before me, ____ANDREW P. PAREDES, NOTARY PUBLIC,

Personally appeared _____COLLIN M. SAMUELS_____

☑ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

ANDREW PAUL PAREDES
Commission # 1652531
Notary Public - California
Alameda County
My Comm. Expires Mar 18, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: _____PROFESSIONAL SERVICES AGREEMENT_____

Document Date: _____ Number of Pages: _____21_____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____COLIN M. SAMUELS_____

☐ Individual
☐ Corp. Officer, Title: _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Face
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here.

Signer's Name:_____

☐ Individual
☐ Corp. Officer, Title:
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Face
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of _CONTRA COSTA___ }ss.

On __September 28, 2006____, before me, ____ANDREW P. PAREDES, NOTARY PUBLIC,

Personally appeared _____MAURY B LACKMAN_____

☑ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

ANDREW PAUL PAREDES
Commission # 1652531
Notary Public - California
Alameda County
My Comm. Expires Mar 18, 2010

WITNESS my hand and official seal.

Place Notary Seal Above

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: _____PROFESSIONAL SERVICES AGREEMENT_____

Document Date: _____ Number of Pages: _____21_____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____MAURY BLACKMAN_____

☐ Individual
☐ Corp. Officer, Title: _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Face
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here.

Signer's Name:_____

☐ Individual
☐ Corp. Officer, Title:
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Face
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here.

EXHIBIT A

Statement of Work

City of Oceanside, CA

Implementation of Accela Automation

September 14, 2006

Effective **Government Solutions** *for your citizens and staff*

www.accela.com

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About The City of Oceanside

The City of Oceanside is actively undertaking an effort to implement an automated permitting system. Among the objectives expressed by Oceanside for a new system include a central data location, strong reporting capabilities and a user-friendly system. The City of Oceanside is seeking a system that is fully scalable to handle the future enterprise needs of the City while enabling the City to improve customer service.

This Statement of Work is outlines how Accela Automation product will meet the needs of Oceanside. The solution is web-based and will be hosted by the City

Statement of Work

Accela will provide professional consulting services for the City of Oceanside as required to successfully implement Accela Automation per the requirements set forth by the City. These Services may include, but not be limited to the following:

- Project Initiation
- Project Management and Administration
- Configuration Analysis
- System Configuration
- Data Conversion
- Report Development
- System Training
- System Testing and Acceptance
- Go-Live Assistance

Accela will assemble a team of Services professionals to perform all aspects of this engagement. This team will work in partnership with key stakeholders from Oceanside to carry out the tasks required as a part of this Statement of Work.

Project Approach

Based on discussions held with the City of Oceanside, Accela will undertake the tasks required to execute the effort as described in this Statement of Work in two phases. Phase one would encompass implementing: two Accela Automation modules, Planning, Engineering, Building and Redevelopment; Accela Wireless; Accela Citizen Access; Accela GIS; and Accela IVR. Phase two would encompass implementing four Accela modules: Business Licensing, Fire, Water Utilities, and Code Enforcement.

Implementation Services

In support of the Phase I effort as described above, Accela will provide the following detailed implementation services:

- Project Initiation: Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming City and Accela expectations regarding the implementation. Accela will work with City personnel to:
    - Finalize staffing for the project teams. Guidelines and recommendations for the City project staffing are addressed in the Project Staffing section of this document.

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- Conduct several formal conference calls and a formal on site kick off meeting. The objectives of these meetings include a formal transition from sales process to implementation process, review roles and responsibilities, review the contract and review project scope.
- Establish project logistics including communications norms, status reporting, issue/risk management, work locations, etc.
- Review and adjust project scope based on additional findings, if necessary.
- Review infrastructure requirements and preparation (with designated City technical staff).
- Finalize an integrated project plan that includes resource allocation for all tasks (in cooperation with the City Project manager).

In addition Accela will:

- Install the Reference Application. The reference application is a pre-configured building module utilizing best practices. The reference application is intended to be used for training and to be leveraged for configuration through out the implementation.
- Provide the core implementation team with one day of high level training on the application.

- Configuration Analysis: During the Configuration Analysis portion of this engagement, Accela will conduct interviews with key representatives from the Building and Planning Departments. Accela will:

  - Collect and chart each business process as a basis for configuration in Accela Automation's workflow tool
  - Collect employee names and associated roles and identify user group setups
  - Document existing permit and application numbering schemes and determine their appropriateness for the new system
  - Collect 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

  At the end of the Configuration Analysis Accela will deliver to the City a document outlining how Accela Automation will be utilized – the System Configuration Document. This document will include application types, workflows, inspections, fees, and application specific information, proposed for use by the City. A meeting will be held where both Accela and the City will review the document and provide feedback. After the document is finalized the City will sign off on the document and it will be used as a roadmap/guideline for the rest of the implementation.

- System Configuration: Upon approval of the System Configuration Document, the Accela Automation team will configure Accela Automation. The System Configuration Document will be the road map that will be followed through the configuration process.

- Data Conversions: Historical data conversion is not included in this statement of work for any department involved in the implementation.

- Interfaces: This proposal includes four interfaces as part of phase one. The pricing assumes that the JDEdwards, Documentum Legato, GIS and HTE Software application are web-services compatible. The submitted pricing is an estimate and subject to change after further analysis and finalization of scope specific to each interface. Potential or unidentified interfaces to any other third-party applications not specifically noted previously are not included and outside this Statement of Work.

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- JDEdwards -- The City currently uses JDEwards system for financials. This deliverable includes a daily interface of general ledger transactions. Accela will create extract a flat file of transactions that meets the requirements provided by the City from Accela Automation. An interface will be provided by the City to accept the correctly formatted file and create a G/L actuals batch. The JDEdwards analyst will work with the creator of the Accela Automation interface file to define the details of how the job will get the interface file.
- Documentum Legato – The City currently uses Documentum Legato for document management. This interface assumes the Document Management application is able to support Web services for document upload and download. The interface will allow document upload with linking key to CAP (case, application or permit) Document retrieval and display. Note, we can accept allowing the document display to be determined by the OS file type. For example, if the file type is a MSWord document, then we would be willing to accept that the user's computer would be able to accept that file type and bring it up in MSWord. A Company supplied viewer is acceptable but not necessary.
- GIS -- Accela extend the use of Accela GIS to link and leverage existing GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS and configuration of three dynamic themes as defined by the City.
- HTESoftware -- The City currently uses HTESoftware system for utility billing. This deliverable includes a one way daily interface of information relating to utility billing. Accela will create extract a flat file of transactions that meets the requirements provided by the City from Accela Automation. An interface will be provided by the City to accept the correctly formatted file and import it correctly into HTESoftware. The HTESoftware analyst will work with the creator of the Accela Automation interface file to define the details of how the job will get the interface file.

- Event Manager Script: This proposal includes Accela configuring eleven (11) total Event Manager scripts. Seven (7) Event Manager scripts will be developed in phase I and four (4) Event Manager scripts in phase II. An example of an event script is the automatic addition of fees to an application based on application type or data fields. Any additional Event Manager scripts that may be identified as desirable in excess of the eleven specified will either be developed by the City of Oceanside or by Accela at the established rate of $200/hour.

- Report Development: During the Reports Development portion of this engagement, Accela will produce eight statistical reports and seven documents or form letters. Any documents/letters/reports beyond the fifteen (15) identified for custom development as a part of this engagement, excluding those provided by Accela as standard reports, will be developed either by the City of Oceanside (using the Accela Report Writer included as an integral tool with Accela Automation) or by Accela at the established rate of $175 per hour. Should the City of Oceanside require changes to any Accela standard report, these changes would be performed at the established rate of $175 per hour. Note: eight (8) of the reports/documents will be developed in phase I and seven (7) reports/documents will be developed in phase II.

- System Training: Accela will provide on-site training sessions for the following areas: End User, Administrator, and Accela Report Writer. The City of Oceanside will work with the Accela Project Manager to identify those individuals to be trained in each of the above categories. This statement of work includes eleven (11) days of training to be divided among these training categories. The administrative training will take place at the beginning of the project to ensure the project team understands how to format the workflows and has detailed knowledge of the Accela software processes. Note: Seven (7) of the training days will be delivered in phase I and four (4) training days will be delivered in phase II.

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- Go Live: During the Go Live portion of this engagement, Accela will assist Oceanside in testing and validation of the configuration and its readiness to be migrated to production for active use.

- Accela GIS:
  Built on ArcIMS platform by ESRI, Accela GIS provides automated maps from a central database and give staff direct access to view geographic representations of all land-use, zoning and infrastructure information associated with a parcel, permit, inspection or plan. Accela GIS retrieves data from the City's GIS application and populates Accela Automation.

  This proposal includes the installation of the Accela GIS application, work with the City GIS administrator and administrator or "power user" training.

- Accela IVR:
  Accela IVR™, an interactive voice response system, provides customers with 24-hour access to permit and inspection services. Oceanside staff and citizens can request, check, and verify permit applications and inspections from a touch-tone phone, at any time.

  This proposal includes the installation of the Accela IVR application, work with the administrator and administrator or "power user" training.

- Accela Citizen Access:
  During this portion of the engagement, Accela will implement Accela Citizen Access to provide citizen access for the purpose of applying for and obtaining Permits as specified by the City, research permit activity, determine statuses of active permit applications, and schedule inspections for active permits. Accela will work with the City of Oceanside to determine the specific application types that are to be extended to citizens and configure Accela Citizen Access up to two (2) applications for on line access. Additionally, Accela will assist in the configuration of the system for use in conjunction with the City of Oceanside's selected credit card merchant account for online payments.

  Accela Citizen Access allows the City to create different views to the data -- these views are called consoles. This proposal includes 4 consoles for citizens: contractor, homeowner/builder and citizen access view only, plus one management console.

- Accela Wireless:
  Accela Wireless is a mobile government application that extends inspection management capabilities to the field for inspections, code enforcement, work orders, service requests, and more. Accela Wireless is compatible with PDAs, laptops, and Tablet PCs running on the Microsoft Pocket PC, Windows 2000, or Windows XP operating systems.

  This proposal includes the installation of the Accela Wireless application, configuration assistance and administrator or "power user" training.

In support of the Phase 2 effort as described above, Accela will provide the following detailed implementation services:

- Project Initiation: During the Project Initiation portion of this engagement, Accela will draft a project plan, as well as identify milestones and deliverables in conjunction with Oceanside that detail the effort described for Phase 2 for this engagement.

- Configuration Analysis: During the Configuration Analysis portion of this engagement, Accela will conduct interviews with key representatives from the Business Licensing, Fire, Water Utilities, and Code Enforcement departments. Accela will:

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- Collect and chart each business process as a basis for configuration in Accela Automation's workflow tool
- Collect employee names and associated roles and identify user group setups
- Document existing permit and application numbering schemes and determine their appropriateness for the new system
- Collect 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

At the end of the Configuration Analysis Accela will deliver to the City a document outlining how Accela Automation will be utilized – the System Configuration Document. This document will include application types, workflows, inspections, fees, and application specific information, proposed for use by the City. A meeting will be held where both Accela and the City will review the document and provide feedback. After the document is finalized the City will sign off on the document and it will be used as a roadmap/guideline for the rest of the implementation.

- System Configuration: Upon approval of the System Configuration Document, the Accela Automation team will begin configuring Accela Automation. The System Configuration Document will be the road map that will be followed through the configuration process.

Per initial discussions, it was determined all identified processes in phase two will be configured four modules: Fire, Water Utilities, Code Enforcement, and Business Licensing.

- Data Conversions:
  Historical data conversion is not included in this Statement of Work for any department involved in the implementation.

- Event Manager Script:
  This proposal includes Accela configuring four (4) event manager scripts. An example of a custom event script is the automatic addition of fees to an application based on application type or data fields.

- Report Development: There are seven (7) reports to be provided by Accela in phase two.

- System Training: Accela will provide on-site training sessions for the following areas: End User, Administrator, and Accela Report Writer. The City of Oceanside will work with the Accela Project Manager to identify those individuals to be trained in each of the above categories. This statement of work includes four (4) days of training to be divided among these training categories.

- Go Live: During the Go Live portion of this engagement, Accela will assist Oceanside in testing and validation of the configuration and its readiness to be migrated to production for active use.

Optional:
Accela Service Request:
As an option Accela is proposing Accela Service Request (ASR). Accela Service Request automates and manages interdepartmental or citizen requests for service, complaints, or inquiries. Accela Service Request allows you to organize and manage requests and strengthen citizen relations. ASR takes advantage of console and IntelliScript technology described below.

- Consoles

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With administration tools, the City can provide role-based customized consoles. A console is a group of user-defined portlets combined to display information that is of interest to an end user based on their role. A portlet can include lists, SmartCharts and exterior links to information outside of Accela.

ASR utilizes SmartCharts that are ideal for managers who want a big picture view of their department's progress in responding to service requests. A variety of charts and table provide graphical analysis of key business indicators – for example, the number of service request that are still outstanding, average response time for service request or total service request received per month. SmartCharts are added to consoles via the administration tools.

This proposal includes the configuration and delivery of three Consoles to be identified and designed during the configuration analysis portion of the engagement.

- IntelliScript
  IntelliScript technology allows you to create customized call scripts for your service professionals so they can ask the right questions and request the necessary information. The same scripts can be used to build a public access portal for reporting service requests via the Web. IntelliScript ensure that all of your citizen contacts are handled consistently and with the high service quality that your agency demands.

  This proposal includes the configuration and delivery of three IntelliScripts to be identified during the configuration analysis portion of the engagement.

A further detailed Statement of Work will be developed for ASR should the City decide to exercise the option and include it in the contract.

Project Administration:
Accela will perform project management services need to plan and monitor execution of the project in accordance with services outlined in the Statement of Work. Generally these services include the following:

- Project plan management
- Change order management
- Issue log management and escalation
- Status reporting
- Project workspace management
- Resources management
- Meetings management
- Services review

By mutual agreement some project management tasks may be shared between the Accela Project Manager and the Oceanside Project Manager. A detailed project plan will be maintained and monitored using Microsoft Project.

Milestones

Progress on the project will be tracked by milestones identified by both Accela and the City. Examples of standard project milestones include:

- Project Initiation
- Approval of Accela Configuration Document
- Approval of Data Conversion Maps
- Approval of Event Manager Script Specification
- Approval of Interface Specifications
- Approval of Report Specifications

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- Approval of Configuration against Accela Configuration Document – Application Types, Workflow, Inspections, etc.
- Delivery of Event Manager Scripts
- Delivery of Interfaces
- Delivery of Reports
- Delivery of Training
- Approval of System Testing
- Production Go Live

Timeline

While a draft, proposed timeline has been provided, a project-specific Timeline will be developed jointly with Oceanside as a part of the project initiation and will be the first deliverable for the project. The Timeline will establish a mutually agreeable schedule within which the identified tasks and deliverables will be accomplished.

Key Assumptions and Exceptions

The following assumptions and exceptions apply to this project:

- The City of Oceanside will provide Accela with reasonable access to its systems, personnel, and facilities to the extent needed to complete the Services detailed herein.

- This proposal does not include third party software and hardware requirements for Accela IVR and Accela Wireless.

- Oceanside 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.

- Oceanside is responsible for the acquisition, installation and configuration of ESRI application required for Accela GIS.

- Document Management Assumptions: Document Management application must be able to support Web services for document upload and download. The interface will allow document upload with linking key to CAP (permit, application or case) Document retrieval and display. Note, we can accept allowing the document display to be determined by the OS file type. For example, if the file type is a MSWord document, then we would be willing to accept that the user's computer would be able to accept that file type and bring it up in MSWord. A Company supplied viewer is acceptable but not necessary.
- Should the City of Oceanside identify additional work as a part of this engagement during the Configuration Analysis effort or at other points during the project duration, Accela will issue a Change Order to reflect the additional costs (if any) associated with the change for review and approval by the City of Oceanside. No additional work will be undertaken without prior consent of the City of Oceanside.

Project Resources and Location of Work

Work Location

Services contracted for under this Statement of Work may be performed remotely and/or at Oceanside on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein. When on-site facilities are required in Oceanside, the Accela Project Manager will coordinate with the Oceanside Project Manager to secure suitable accommodations to meet the specific engagement requirements. It is anticipated that Accela will require facilities to accommodate on-site Configuration Analysis and Training.

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Accela Resources

Accela will assign key Professional Services resources for this engagement with Oceanside. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. It should be understood that Accela, at its sole discretion, may choose to augment or replace individuals on this team with other qualified team members at any time during the course of this effort. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Oceanside resources assigned to the effort.

The City of Oceanside Resources

The City of Oceanside will provide the following personnel to work together with the Accela Engagement Team to deliver the Services as presented in this document, and make additional personnel available as necessary to ensure the success of this engagement. The City of Oceanside will also provide Technical Resources as required to assist in the loading and testing of Accela Automation software should the City choose to host the application in its hosting environment. Additionally, the City of Oceanside should identify two to three 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 Accela and across 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.
- May have on-going role with maintenance of the system.

Technical Administrator

Primarily responsible for the technical environment during the software implementation. Additional responsibilities may include the day-to-day maintenance and enhancement of Accela Automation after the implementation is complete.

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- Ensure that servers, databases, network, desktops, printers, etc. are available for system implementation and that they meet minimum standards.
- Assist Accela technical personnel during implementation.
- Maintain test and production databases.
- Perform day-to-day maintenance of the system.
- Install maintenance releases.
- Act as the primary technical resource for troubleshooting problems with the operating environment, including desktop configurations, LAN, etc.
- Establish and maintain backup, archival, and other customary maintenance routines consistent with standard database administrative practices.
- Develop all required reports and documents outside of Accela's scope of work.

Recommended requirements:

- An understanding of the business processes.
- An understanding of how to implement business rules configuration changes.
- The ability to incorporate system upgrades, with help from Accela.
- A thorough understanding of Accela Automation Report Writer tool, and the ability to develop detailed reports.

Departmental Representatives

A user representative for each affected department must 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. This individual 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.

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.
- Respected and liked by users.

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Pricing Summary

Accela has prepared Services pricing to provide the City of Oceanside with Professional Services to complete the deliverables described in this document. This pricing is based on Accela's current understanding of the requirements of this engagement. Should the Statement of Work require modification upon completion of the Configuration Analysis task, Accela will work with the City of Oceanside to draft a mutually agreeable Statement of Work and reflect any additional costs that may be required as a result of this modification through a change order process.

Service Fees

Accela has identified the following Services pricing, reflecting agency self-hosting.

Phase I:

Task	Implementation Specialist Hours	Implementation Specialist Estimate	Project Manager Hours	Project Manager Estimate	Total Estimate
Initiation	10	$1,650.00	38	$7,600.00	$9,250.00
Product Setup	56	$11,200.00	8	$1,600.00	$12,800.00
Configuration Analysis	120	$21,000.00	44	$8,800.00	$29,800.00
Configuration	160	$26,400.00	N/A	$0.00	$26,400.00
Workflow	90	$14,850.00	N/A	$0.00	$14,850.00
Data Conversion	N/A	$0.00	N/A	$0.00	$0.00
Parcel Interface	40	$7,400.00	N/A	$0.00	$7,400.00
Interfaces (4)	200	$35,000.00	N/A	$0.00	$35,000.00
Event Scripts (7)	84	$14,700.00	N/A	$0.00	$14,700.00
Training	7 days	$14,000.00	N/A	$0.00	$14,000.00
Product Enhancements	N/A	$0.00	N/A	$0.00	$0.00
Project Management	20	$3,300.00	120	$24,000.00	$27,300.00
Project Oversight	N/A	$0.00	30	$7,500.00	$7,500.00
Testing and Acceptance	60	$9,900.00	N/A	$0.00	$9,900.00
Reports (8)	106.5	$18,630.00	N/A	$0.00	$18,630.00
Accela Citizen Access	80	$14,000.00	8	$1,600.00	$15,600.00
Accela Wireless	68	$11,900.00	8	$1.600.00	$13,500.00
Accela IVR	80	$14,000.00	20	$4,000.00	$18,000.00
Accela GIS	68	$11,900.00	8	$1,600.00	$13,500.00
Go-Live	80	$13,200.00	44	$8,800.00	$22,000.00
Travel & Expenses					$15,000.00

Total: **$325,130.00**

Phase II:

Task	Implementation Specialist Hours	Implementation Specialist Estimate	Project Manager Hours	Project Manager Estimate	Total Estimate
Initiation	N/A	$0.00	N/A	$0.00	$0.00
Product Setup	24	$4,800.00	N/A	$0.00	$4,800.00
Configuration Analysis	92	$16,100.00	52	$10,400.00	$26,500.00
Configuration	139	$22,960.00	N/A	$0.00	$22,960.00
Workflow	40	$6,600.00	N/A	$0.00	$6,600.00
Data Conversion	N/A	$0.00	N/A	$0.00	$0.00
Parcel Interface	N/A	$0.00	N/A	$0.00	$0.00
Interfaces	N/A	$0.00	N/A	$0.00	$0.00
Event Scripts (4)	60	$10,500.00	N/A	$0.00	$10,500.00

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Training	4 Days	$8,000.00	N/A	$0.00	$8,000.00
Product Enhancements	N/A	$0.00	N/A	$0.00	$0.00
Project Management	20	$3,300.00	80	$16,000.00	$19,300.00
Testing and Acceptance	40	$6,600.00	N/A	$0.00	$6,600.00
Reports (7)	98	$17,150.00	N/A	$0.00	$17,150.00
Go-Live	40	$6,600.00	24	$4,800.00	$11,400.00
Travel & Expenses					$7,000.00

Total: **$140,810.00**

Optional:

Task	Implementation Specialist Hours	Implementation Specialist Estimate	Project Manager Hours	Project Manager Estimate	Total Estimate
Accela Service Request	245	$44,575.00	60	$12,000.00	$56,575.00
Travel & Expenses					$3,500.00

Total: **$60,075.00**

Expenses

All out-of-pocket travel & lodging expenses incurred by Accela resources in the performance of this Statement of Work will be reimbursed by the City of Oceanside as incurred with proof of expenses, not to exceed the travel expenses listed above in Exhibit A. Out-of-pocket travel and living expenses include but are not limited to all travel, airfare, transportation, lodging, parking, and meals.

Invoicing and Payment Terms

The Implementation/Training Services included in this document are based on time and materials. Accela will invoice monthly for actual hours worked.

Accela has estimated the following standards:

- Implementation Services: $175.00/hour
- Project Management: $200.00/hour
- Project Director: $250.00/hour
- Training: $2,000/day

The hours listed are estimates based on Accela experience. If additional hours are required to complete the project a change order specifying additional services, hours and fees will be executed.. However, the agency will not be billed for hours unused.

Payment Schedule	
Implementation and Project Management Services	Time and work performed statement provided on a monthly basis
Training Services	100% due on the next annual payment date
Actual T&E	Paid on the annual payment date

Oceanside agrees to pay all invoices upon receipt and is responsible for all applicable taxes associated with these Services.

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Statement of Work Acceptance

The City of Oceanside acknowledges that it has read this Statement of Work, understands it and agrees to be bound by its terms and conditions. Further, the City of Oceanside agrees that this Statement of Work, including all documents and change orders referred to herein and attached hereto, constitutes the entire agreement of the parties on the subject matter hereof and supercedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted By: **The City of Oceanside** **300 North Coast Highway** **Oceanside, Ca 92054**	**Accepted By:** **Accela, Inc.** 4160 Dublin Ave, Suite 128 Dublin CA 94568
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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EXHIBIT B

Oceanside Self-Hosted Pricing

Accela Products and Services	Software	Five Year Maintenance
Software Licensing Agency Hosted		
For detail see table 2		
Accela Automation	$252,723	$252,605
Accela Citizen Access	$44,820	$44,820
Accela GIS	$61,587	$61,590
Accela Wireless	$104,960	$104,960
Accela IVR	$47,960	$47,960
Total Licensing Cost	$512,050	$511,935

Required Project Cost		
Software Licensing		$512,050
Services Phase I: Building, Planning, Engineering, Accela Wireless, Accela GIS, Accela IVR and Citizen Access (includes estimated Travel & Expenses)	**See attached Implementation Services worksheet**	$325,130
Services Phase II: Fire, Water Utilities Business License and Code Enforcement (includes estimated Travel & Expenses)	**See attached Implementation Services worksheet**	$186,805
Project Subtotal		$1,023,985
*Special Licenses Discount**		*$72,833*
Total Project Cost*		***$951,152***
Accela Five Year Maintenance		$511,935
Optional Products	**Users**	**Cost**
Accela Service Request**	10	$24,990
Accela Service Request Services (Includes estimated Travel and Expenses)		$60,075
Accela Annual Maintenance		$4,990

EXHIBIT B

Table 2- Software License Detail	Number of Licenses	Cost
Accela Automation – a three-tiered, web-based application that provides a complete solution for automate workflow, forms management, activity tracking, cashiering, and many other mission critical tasks.		$252,605
Accela Automation Land Management - tracks and Manages all of your land use and community development activities including permits, building safety, inspections and reviews.	83 (4)***	
Accela Automation Licensing - automates the licensing, registration, and renewal program for your agency including general business licenses, pet licenses, simple and complex registrations, occupational licensing etc.	6	
Accela Add-on Products		
Accela Citizen Access - provides a complete solution where citizens and contractors can access services and carry out entire processes on-line.	Unlimited	$44,820
Accela GIS - provides direct access to view geographic representations of all land-use and zoning information associated with a parcel, permit, inspection or plan.	91	$61,587
Accela Wireless - gives field staff direct, real-time wireless or off-line extension of Accela Automation.	44	$104,960
	Ports	
Accela IVR - is an Interactive Voice Response system, which provides customers with 24-hour access to permit and inspection services.	7	$47,960

EXHIBIT B

Table 4 Accela's Hourly - Service Rates	
Project Manager	$200.00/hour
Implementation Specialist	$175.00/hour
Programmer	$185.00/hour
Data Conversion Engineer	$185.00/hour
Database Administrator	$185.00/hour
Report Writer	$175.00/hour
Web Consultant	$185.00/hour

Notes:

Pricing is valid until 5/25/06.
* The *Special Licenses Discount* on Software Licenses will be applied if contract is signed and received by Accela on or before November 1, 2006. Discount will not be applied to Annual Maintenance costs.
** Accela Service Request license fees (server and 10 users) will be provided at no cost to the City of Oceanside. Licenses will be delivered through process of City issued change order request. At which time, associated maintenance and services (per the change order) will be applied.
Five year (5) maintenance agreement between Accela and the City of Oceanside is required to receive the Special license discount.
A run-time only license of ESRI's ArcIMS product is included with the Accela GIS product. Annual maintenance of $1,500 per year will be paid by the agency direct to ESRI (if the City does not already have a run-time license).
Cost for the yearly escrow of source code has been included in the total pricing and has not been itemized.
Any applicable taxes are the responsibility of the City of Oceanside.
This proposal does not include costs for potential hardware, or remote computing devices (PDA's, Laptops, Tablets) for field inspectors.
*** Four (4) Land Management Automation Licenses are included at no cost to the City of Oceanside.

DELIVERABLES

EXHIBIT C

Deliverables	Quantity	Fees
Accela Automation® Server Licenses	2	$99,990.00
Accela Automation Included User Licenses	13	$0.00[1]
Accela Automation Additional User Licenses	80	$152,733
Accela Citizen Access™ Licenses (Based Upon Population)	1 Server, Unlimited User Licenses	$44,820.00
Accela GIS™ Server License[2]	1	$9,995.00
Accela GIS Included User Licenses	5	$0.00[1]
Accela GIS Additional User Licenses	85	$51,592.00
Accela Wireless™ Server License	1	$34,995.00
Accela Wireless Included User Licenses	10	$0.00[1]
Accela Wireless Additional User Licenses	34	$69,965.00
Accela IVR™ Server	1	$19,995.00
Accela IVR™ Ports	7	$27,965.00
Customer Discount[3]	N/A	($72,833.00)
	Total of Fees	**$439,217.00[4]**

1 Fees for included licenses are included with Server License fees for associated software product.

2 Accela GIS includes one (1) run-time license for ESRI® ArcIMS®; maintenance fees for said license must be paid by Customer to ESRI and are not included herein.

3 Customer Discount is contingent upon Customer executing (and ratifying, if necessary) this Agreement and the associated Maintenance Agreement and Services Agreement on or before November 1, 2006. If agreements are not so executed (and ratified, if necessary), Customer Discount will not be re-offered to Customer by Accela.

4 If Customer Discount lapses as described in Note 3 above, Total of Fees will be $512,050.00. Total of Fees does not include applicable sales and use taxes.

Deliverables	Fees
Five Year Maintenance for Accela Automation® Licenses (1 Server, 93 Users)	$252,605.00
Five Year Maintenance for Accela Citizen Access™ Licenses (1 Server, Unlimited Users)	$44,820.00
Five Year Maintenance for Accela GIS™ Licenses (1 Server, 91 Users)	$61,590.00
Five Year Maintenance for Accela Wireless™ Licenses (1 Server, 44 Users)	$104,960.00
Five Year Maintenance for Accela IVR™ Licenses (7 Ports)	$47,960.00
Total of Fees	**$511,935.00[1]**

1 Total of Fees does not include applicable sales and use taxes. Fees listed are applicable to first five terms of maintenance only. Fees for annual maintenance following initial seven terms will be invoiced to Customer at then-current rates.

Deliverables[1]	Estimated Fees[2]
Professional Services -- Phase I	$325,130.00
Professional Services -- Phase II	$140,810.00
Total of Fees	**$465,940.00**

1 Professional Services comprise those deliverables and activities as described in the Statement of Work attached hereto as Exhibit C and, by this reference, incorporated herein.

EXHIBIT C

2 Professional Services are time-and-materials deliverables for which Customer will be invoiced on a monthly basis as such Professional Services are rendered. The number of hours described in the exhibits hereto represents a good faith estimate by Accela of the number of hours of effort needed to complete the work and is not a guarantee. All actual project hours worked will be billed on a time-and-materials basis, regardless whether more or fewer hours are needed to complete the Professional Services. Just as there is no cap on the number of hours available to Accela to complete the work, there is no guarantee that Accela will need to work the number of hours estimated to complete the Professional Services. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by Customer, and based on Accela's interpretation of the work to be performed. Customer will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates; for Customer's budgeting convenience only, the Estimated Fees described hereinabove include estimated expenses.

EXHIBIT D	ACCELA			
	Generic			
Accela Services	SIZE	DATE 10.04.05	AUTHOR: Larry Cooper	REV 1
	SCALE 1 : 1	DRAFT COPY	SHEET 1 OF 1	

PROPOSED ARCHITECTURE

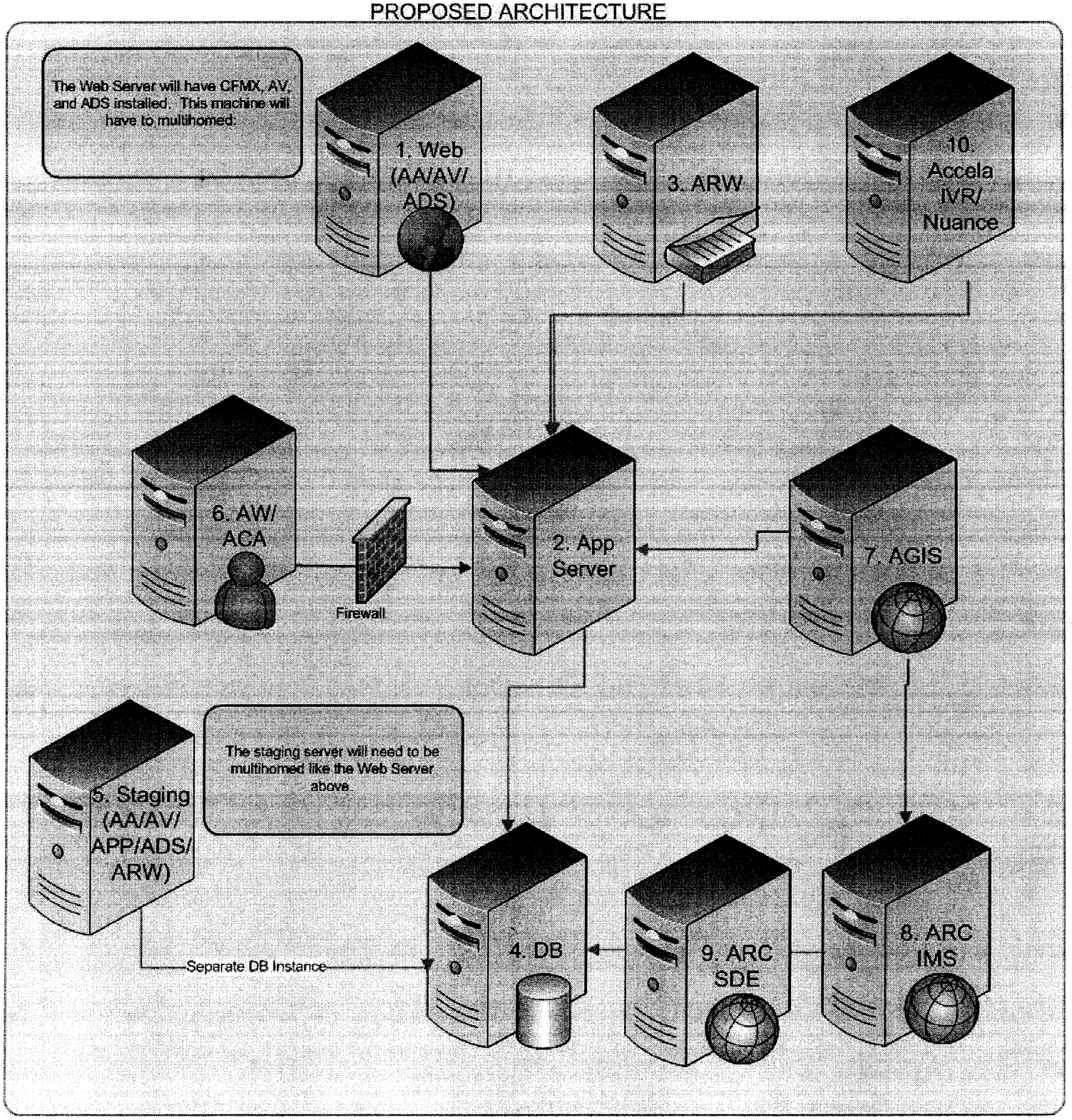

Exhibit E: Timeline

Task Name	Duration	Start Date	Finish Date	Resource Names
Phase I -- Building, Planning, Engineering, Accela Citizen Access, Accela GIS, Accela IVR, & Accela Wireless	**187days**	Tues 01/02/07	Mon 07/30/07	
Contract Signed	**1 day**	Thur 10/12/2006	Thur 10/12/2006	
Project Initiation	**20 days**	Tues 01/02/07	Fri 01/19/07	
Project Kickoff	**1 day**	Tues 01/02/07	Tues 01/02/07	
Configuration Analysis	**40 days**	Wed 01/03/07	Tue 02/27/07	
Requirements Review Sessions	20 days	Wed 01/03/07	Tue 01/30/07	Oceanside,Accela
Configuration Documents Development	10 days	Wed 01/31/07	Tue 02/13/07	Accela
Configuration Document Review and Acceptance	10 days	Wed 02/14/07	Tue 02/27/07	Oceanside,Accela
Software/Hosting Environment System Setup	**12 days**	Wed 01/03/07	Thur 01/25/07	
Review and Confirmation of Agency Hosting Environment	2 days	Wed 01/03/07	Fri 01/05/07	Oceanside,Accela
Software Installation	2 days	Mon 01/08/08	Wed 01/10/07	Accela
Software Configuration	3 days	Thur 01/11/07	Mon 01/15/07	Accela
Software Configuration Testing	1 day	Tue 01/16/07	Wed 01/17/07	Oceanside,Accela
Software Configuration Modifications (if required)	1 day	Thu 01/18/07	Fri 01/19/07	Oceanside,Accela
Final Testing and Acceptance	3 days	Mon 01/22/07	Thur 01/25/07	Oceanside,Accela
Building Module Implementation	**59 days**	Thur 02/01/07	Wed 05/02/07	
Users Setup	2 days	Thur 02/01/07	Mon 02/05/07	Accela
CAP Types Configuration	10 days	Tue 02/06/07	Tue 02/20/07	Accela
Workflow Configuration	10 days	Wed 02/23/07	Thur 03/08/07	Accela
Fees Configuration	5 days	Mon 03/12/07	Fri 03/16/07	Accela
Inspections Configuration	2 days	Mon 03/19/07	Wed 03/21/07	Accela
Conditions Configuration	2 days	Thur 03/22/07	Fri 03/23/07	Accela
Email Notifications Configuration	3 days	Mon 03/26/07	Wed 3/28/07	Accela
Event Manager Scripts Development	15 days	Thur 03/29/07	Wed 4/18/07	Accela
Testing and Acceptance	10 days	Thur 04/19/07	Wed 05/02/07	Oceanside,Accela
Planning Module Implementation	**66 days**	Thur 02/01/07	Fri 05/04/07	
Users Setup	2 days	Thur 02/01/07	Fri 02/02/07	Accela
CAP Types Configuration	10 days	Mon 02/05/07	Fri 02/16/07	Accela
Workflow Configuration	15 days	Mon 02/19/07	Fri 03/09/07	Accela
Fees Configuration	5 days	Mon 03/12/07	Fri 03/16/07	Accela
Inspections Configuration	2 days	Mon 03/19/07	Wed 03/21/07	Accela
Conditions Configuration	2 days	Thur 03/22/07	Fri 03/23/07	Accela
Email Notifications Configuration	3 days	Mon 03/26/07	Wed 03/28/07	Accela
Hearings Configuration	2 days	Thur 03/29/07	Fri 03/30/07	Accela
Event Manager Scripts Development	15 days	Mon 04/02/07	Fri 04/20/07	Accela
Testing and Acceptance	10 days	Mon 4/23/07	Fri 05/04/07	Oceanside,Accela

Exhibit E: Timeline

Task Name	Duration	Start Date	Finish Date	Resource Names
Reports Development	**48 days**	Mon 05/07/07	Fri 06/29/07	
Accela Report Writer Setup	3 days	Mon 05/07/07	Wed 05/09/07	Accela
Custom Report Development	30 days	Thu 05/10/07	Fri 06/20/07	Accela,Oceanside
Report Testing and Acceptance	15 days	Mon 06/11/07	Fri 06/29/07	Oceanside,Accela
Interface to GIS	**25 days**	Thu 03/22/07	Wed 04/25/07	
Interface Design	3 days	Thu 03/22/07	Mon 03/26/07	Oceanside,Accela
Interface Development	17 days	Tue 03/27/07	Wed 04/18/07	Accela
Testing and Acceptance	5 days	Thu 04/19/07	Wed 04/25/07	Oceanside,Accela
Interface to JDEdwards	**25 days**	Mon 04/02/07	Fri 05/04/07	
Interface Design	3 days	Mon 04/02/07	Wed 04/04/07	Oceanside,Accela
Interface Development	17 days	Thu 04/05/07	Fri 04/27/07	Accela
Testing and Acceptance	5 days	Mon 04/30/07	Fri 05/04/07	Oceanside,Accela
Interface to Documentum Legato	**25 days**	Mon 04/16/07	Fri 05/18/07	
Interface Design	3 days	Mon 04/16/07	Wed 04/18/07	Oceanside,Accela
Interface Development	17 days	Thu 04/19/07	Fri 05/11/07	Accela
Testing and Acceptance	5 days	Mon 05/14/07	Fri 05/18/07	Oceanside,Accela
Interface to SunguardHTE	**25 days**	Thu 03/22/07	Fri 04/25/07	
Interface Design	3 days	Thu 03/22/07	Mon 03/26/07	Oceanside,Accela
Interface Development	17 days	Tue 03/27/07	Wed 04/18/07	Accela
Testing and Acceptance	5 days	Thu 04/19/07	Wed 04/25/07	Oceanside,Accela
Accela Wireless Implementation	**15 days**	Thu 03/22/07	Wed 04/11/07	
System Setup	3 days	Thu 03/22/07	Mon 03/26/07	Accela
Guidesheets Setup	10 days	Tue 03/27/07	Mon 04/09/07	Accela
Testing and Acceptance	2 days	Tue 04/10/07	Wed 04/11/07	Oceanside,Accela
Accela GIS Implementation	**15 days**	Thu 04/12/07	Tue 05/02/07	
System Setup	3 days	Thu 04/12/07	Mon 04/16/07	Accela
Map Service Setup	5 days	Tue 04/17/07	Mon 04/23/07	Oceanside,Accela
Dynamic Themes Setup	5 days	Tue 04/24/07	Mon 04/30/07	Oceanside,Accela
Testing and Acceptance	2 days	Tue 05/01/07	Tues 05/02/07	Oceanside,Accela
Accela Citizen Access	**36 days**	Tue 05/01/07	Wed 06/19/07	
System Setup	4 days	Tue 05/01/07	Fri 05/0407	Accela
Business Analysis	10 days	Mon 05/07/07	Fri 05/18/07	Oceanside,Accela
Portal Configuration	10 days	Mon 05/21/07	Fri 06/01/07	Accela
Online Application Configuration	10 days	Mon 06/04/07	Fri 06/15/07	Accela
Testing and Acceptance	2 days	Mon 06/18/07	Tue 06/19/07	Oceanside,Accela
Accela IVR	**25 days**	Thu 03/22/07	Mon 04/30/07	
Interface Design	3 days	Thu 03/22/07	Mon 03/26/07	Oceanside,Accela
Interface Development	20 days	Tue 03/27/07	Mon 04/23/07	Accela
Testing and Acceptance	5 days	Tue 04/24/07	Mon 04/30/07	Oceanside,Accela
Training	**92 days**	Wed 03/22/07	Mon 07/30/07	
On-Site End User Training	2 days	Mon 06/25/07	Tue 06/26/07	Accela
On-Site Administrator Training	2 days	Thu 03/22/07	Fri 03/23/07	Accela
Accela Report Writer Training	3 days	Mon 03/26/07	Wed 03/28/07	Accela
Accela GIS Training	2 days	Thu 03/29/07	Fri 03/30/07	Accela
Accela Wireless Training	2 days	Mon 04/02/07	Tue 04/03/07	Accela
System Testing and Acceptance	15 days	Thu 06/04/07	Fri 06/22/07	Oceanside
End User Training	10 days	Mon 6/25/07	Fri 07/06/07	Oceanside

Exhibit E: Timeline

Task Name	Duration	Start Date	Finish Date	Resource Names
Cutover to Production Environment	2 days	Mon 07/09/07	Wed 07/11/07	Oceanside,Accela
Final System Testing and Acceptance	10 days	Mon 07/16/07	Fri 07/27/07	Oceanside
System Launch	1 day	Mon 07/30/07	Mon 07/30/07	Oceanside,Accela
Phase II – Water Utilities, Code Enforcement, Business Licensing and Fire	**183.5 days**	Mon 09/03/07	Fri 12/21/07	
Project Initiation	3 days	Mon 09/03/07	Wed 09/05/07	
Project Kickoff	1 day	Tue 09/04/07	Tue 09/04/07	
Configuration Analysis	**7 days**	Mon 09/10/07	Tue 09/18/07	
Requirements Review Sessions	2 days	Mon 09/10/07	Tue 09/11/07	Oceanside,Accela
Requirements Documents Development	3 days	Wed 09/12/07	Fri 09/14/07	Accela
Requirements Review and Acceptance	2 days	Mon 09/17/07	Tue 09/18/07	Oceanside,Accela
Software/Hosting Environment System Setup	**2.5 days**	Mon 09/03/07	Wed 09/05/07	
Software Configuration	0.5 days	Mon 09/03/07	Mon 09/03/07	Accela
Software Configuration Testing	0.5 days	Mon 09/03/07	Mon 09/03/07	Accela
Software Configuration Modifications (if required)	0.5 days	Tue 09/04/07	Tue 09/04/07	Accela
Final Testing and Acceptance	1 day	Wed 09/05/07	Wed 09/05/07	Oceanside,Accela
Water Utilities Implementation	**31.5 days**	Wed 09/19/07	Wed 10/31/07	
Users Setup	0.5 days	Wed 09/19/07	Wed 09/19/07	Accela,Oceanside
CAP Types Configuration	2 days	Wed 09/19/07	Fri 09/21/07	Accela,Oceanside
Workflow Configuration	5 days	Mon 09/24/07	Fri 09/28/07	Accela,Oceanside
Fees Configuration	5 days	Mon 10/01/07	Fri 10/05/07	Accela,Oceanside
Inspections Configuration	2 days	Mon 10/08/07	Tue 10/09/07	Accela,Oceanside
Conditions Configuration	2 days	Wed 10/10/07	Thu 10/11/07	Accela,Oceanside
Email Notifications Configuration	5 days	Thu 10/11/07	Wed 10/17/07	Accela,Oceanside
Testing and Acceptance	10 days	Thu 10/18/07	Wed 10/31/07	Oceanside,Accela
Code Enforcement Implementation	**31.5 days**	Mon 10/08/07	Tue 11/20/07	
Users Setup	0.5 days	Mon 10/08/07	Mon 10/08/07	Accela,Oceanside
CAP Types Configuration	2 days	Mon 10/08/07	Tue 10/09/07	Accela,Oceanside
Workflow Configuration	5 days	Wed 10/10/07	Tue 10/16/07	Accela,Oceanside
Fees Configuration	5 days	Wed 10/17/07	Tues 10/23/07	Accela,Oceanside
Inspections Configuration	2 days	Wed 10/24/07	Thurs 10/25/07	Accela,Oceanside
Conditions Configuration	2 days	Fri 10/26/07	Mon 10/29/07	Accela,Oceanside
Email Notifications Configuration	5 days	Tues 10/30/07	Mon 11/05/07	Accela,Oceanside
Testing and Acceptance	10 days	Tues 11/06/07	Tues 11/20/07	Oceanside,Accela
Business Licensing Implementation	**31.5 days**	Wed 10/17/07	Mon 12/03/07	Note: Did not count 2 day holiday for Thanksgiving
Users Setup	0.5 days	Wed 10/17/07	Wed 10/17/07	Accela,Oceanside
CAP Types Configuration	2 days	Wed 10/17/07	Fri 10/19/07	Accela,Oceanside
Workflow Configuration	5 days	Mon 10/22/07	Fri 10/26/07	Accela,Oceanside
Fees Configuration	5 days	Fri Mon 10/29/07	Fri 11/02/07	Accela,Oceanside

Exhibit E: Timeline

Task Name	Duration	Start Date	Finish Date	Resource Names
Inspections Configuration	2 days	Mon 11/05/07	Tue 11/06/07	Accela,Oceanside
Conditions Configuration	2 days	Wed 11/07/07	Thu 11/08/07	Accela,Oceanside
Email Notifications Configuration	5 days	Fri 11/09/07	Thu 11/15/07	Accela,Oceanside
Testing and Acceptance	10 days	Fri 11/16/07	Mon 12/03/07	Oceanside,Accela
Fire Implementation	**31.5 days**	Mon 11/05/07	Thu 12/20/07	Note: Did not count 2 day holiday for Thanksgiving
Users Setup	0.5 days	Mon 11/05/07	Mon 11/05/07	Accela,Oceanside
CAP Types Configuration	2 days	Mon 11/05/07	Wed 11/07/07	Accela,Oceanside
Workflow Configuration	5 days	Thur 11/08/07	Wed 11/14/07	Accela,Oceanside
Fees Configuration	5 days	Thur 11/15/07	Wed 11/21/07	Accela,Oceanside
Inspections Configuration	2 days	Mon 11/26/07	Tue11/27/07	Accela,Oceanside
Conditions Configuration	2 days	Wed 11/28/07	Thu 11/29/07	Accela,Oceanside
Email Notifications Configuration	5 days	Fri 11/30/07	Thu 12/06/07	Accela,Oceanside
Testing and Acceptance	10 days	Fri 12/07/07	Thu 12/20/07	Oceanside,Accela
Training	**48 days**	Tue 10/16/07	Fri 12/21/07	
On-Site End User Training	2 days	Tue 10/16/07	Wed 10/17/07	Oceanside,Accela
On-Site Administrator Training	2 days	Thur 10/18/07	Fri 10/19/07	Oceanside,Accela
System Testing and Acceptance	15 days	Mon 10/22/07	Fri 11/09/07	
End User Training	15 days	Mon 11/12/07	Tue 12/04/07	Oceanside
Cutover to Production Environment	2 days	Wed 12/05/07	Thur 12/06/07	
Final System Testing and Acceptance	10 days	Fri 12/07/07	Thur 12/20/07	
System Launch	1 day	Fri 12/21/07	Fri 12/21/07	

EXHIBIT H

PREFERRED ESCROW AGREEMENT

THREE-PARTY ESCROW SERVICE AGREEMENT

Deposit Account Number: _____

1. **Introduction.**

This Three Party Escrow Service Agreement (the "**Agreement**") is entered into by and between Accela, Inc., located at 4160 Dublin Blvd, Suite 128, Dublin, CA 94568 (the "**Depositor**") and Depositor's affiliates and subsidiaries, and by City of Oceanside, located at 300 North Coast Highway, Oceanside, CA 92054 (the "**Beneficiary**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") on this __ day of April, 2006 (the "**Effective Date**"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term "**Services**" in this Agreement shall refer to Iron Mountain Services that facilitate the creation, management, and enforcement of software and/or other technology escrow accounts as described in Exhibit A attached hereto. A Party shall request Services under this Agreement (i) by submitting a work request associated for certain Iron Mountain Escrow Services via the online portal maintained at the Website located at www.ironmountainconnect.com or any other Websites or Web pages owned or controlled by Iron Mountain that are linked to that Website (collectively the "**Iron Mountain Website**"), or (ii) by submitting a written work request attached hereto as Exhibit A (each, individually, a "**Work Request**"). The Parties desire this Agreement to be supplementary to the License Agreement and pursuant to Chapter 11 United States [Bankruptcy] Code, Section 365(n).

2. **Depositor Responsibilities.**

(a) Depositor shall provide all information designated as required to fulfill a Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.

(b) Depositor must authorize and designate one or more persons whose action(s) will legally bind the Depositor ("**Authorized Person(s)**" who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Depositor Information**").

(c) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within ninety (90) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.

(d) Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor (who shall be bound by the same confidentiality obligations as Iron Mountain and who shall not be a direct competitor to either Depositor or Beneficiary) to provide such Services as needed.

(e) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement;

(f) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously;

(g) Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services; and

(h) Depositor warrants that Iron Mountain's use of the Deposit Material or other materials supplied by Depositor to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties. Depositor agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or

permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing its facilities, computer software systems, and technical personnel for verification Services whenever reasonably necessary.

3. **Beneficiary Responsibilities.**

(a) Beneficiary shall provide all information designated as required to fulfill any Beneficiary Work Request ("**Required Information**") and may also provide other information ("**Optional Information**") at their discretion to assist Iron Mountain in the fulfillment of requested Services.

(b) Beneficiary must authorize and designate one or more persons whose action(s) will legally bind the Beneficiary ("**Authorized Person(s)**" who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) who shall manage the Iron Mountain escrow account through the Iron Mountain Website or via written Work Request. Authorized Person(s) will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement (the "**Beneficiary Information**").

(c) Beneficiary acknowledges, in the absence of a Work Request for verification Services, that it assumes all responsibility for the completeness and/or functionality of all Deposit Material. Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services.

(d) Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. **Iron Mountain Responsibilities.**

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by authorized Depositor and Beneficiary representatives in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Iron Mountain will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Iron Mountain will provide Depositor with notice from time to time during the first ninety (90) days from the Effective date as a reminder that submission of initial Deposit Material is required. Iron Mountain may also send notices every ninety (90) days thereafter to Depositor and/or Beneficiary related to Deposit Material activity if such Services are requested in a Work Request.

(c) Iron Mountain will provide notice by electronic mail, telephone, or regular mail to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of Verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the Paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.

(e) Iron Mountain will hold and protect all Deposit Material in physical and/or electronic vaults that are either owned or under the direct control of Iron Mountain.

(f) Iron Mountain will permit the replacement and/or removal of previously submitted Deposit Material upon Work Request that may be subject to the written joint instructions of the Depositor and Beneficiary.

(g) Iron Mountain will strictly follow the procedures set forth in Exhibit C attached hereto to process any Beneficiary Work Request to release Deposit Material.

5. **Payment.**

The Paying Party shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A ("**Service Fees**"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of 1.25% per month (15% per annum) or the maximum rate permitted by law, whichever is less. Delinquent accounts may be referred to a collection agency at the sole discretion of Iron Mountain. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement. All Service Fees will not be subject to offset except as specifically provided hereunder.

6. Term and Termination.

(a) The initial "**Term**" of this Agreement is for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year Terms and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide joint written instructions of their intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) Beneficiary provides a sixty (60) day written notice regarding cancellation of this Agreement to both Depositor and Iron Mountain; or (iii) Iron Mountain provides a sixty (60) day written notice to the Depositor and Beneficiary Authorized Persons that it can no longer perform the Services under this Agreement.

(b) In the event this Agreement is terminated under Sections 6(a)(i) or 6(a)(iii) above, Depositor and Beneficiary may provide Iron Mountain with joint written instructions authorizing Iron Mountain to forward the Deposit Material to another escrow company and/or agent or other designated recipient. If Iron Mountain does not receive joint written instructions within sixty (60) calendar days after the date of the notice of termination, Iron Mountain shall return or destroy the Deposit Material.

(c) In the event of the nonpayment of Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with notice by electronic mail and/or regular mail. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending notice by electronic mail and/or regular mail of termination to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement so long as any Iron Mountain invoice issued for Services rendered under this Agreement remains uncollected.

7. General Indemnity.

Depositor shall defend, indemnify and hold harmless Iron Mountain its corporate affiliates and its respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of Depositor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. Since the Beneficiary may have statutory limitations on its power to assume contractual indemnity liability, if there is a claim brought against Iron Mountain that release of the Deposit Material infringes the intellectual property rights of a third party and such claim includes a threat of liability for Iron Mountain (as reasonably determined by Iron Mountain) in the event of release of the Deposit Material by Iron Mountain to Beneficiary, then Iron Mountain shall notify Beneficiary of same, and Beneficiary shall release Iron Mountain from its obligation to provide the Deposit Material to Beneficiary as set forth in this Agreement until such time as threat of liability (as reasonably determined by Iron Mountain) has been resolved.

8. Warranties.

(a) Iron Mountain. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON

MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREIN.

(b) Depositor. Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

(c) Beneficiary. Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Insurance.

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverage, with an insurance carrier that is rated B+ or better by A.M. Best.

Type of Insurance	Coverage Amount	Type of Insurance	Coverage Amount
General Liability	$2,000,000 General Aggregate	Crime Insurance	$2,000,000 Each Occurrence
General Liability	$1,000,000 Each Occurrence	Umbrella Coverage	$5,000,000 General Aggregate
Professional Liability	$1,000,000 Each Occurrence		

All certificates of insurance shall name the Parties as additional beneficiaries with respect to General Liability coverage. All certificates of insurance shall require that the Parties be provided with advance written notice of cancellation of the stated coverage, and Iron Mountain shall request that its insurer use its best efforts to provide at least thirty (30) days' advance written notification of such cancellation.

10. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 13(g) below.

11. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General.

(a) Incorporation of Work Requests. All Depositor and/or Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on any Purchase Order or other correspondence. Any contingencies or additional terms contained on any Purchase Order are not binding upon Iron Mountain. All Purchase Orders are subject to approval and acceptance by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform this Agreement. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Oklahoma, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine. Iron Mountain may assume that any authorized employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Iron Mountain shall not be responsible for failure to act as a result of causes beyond the reasonable control of Iron Mountain.

(f) Force Majeure. Except for the obligation to pay monies due and owing, no Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(g) Notices. All notices regarding Exhibit C shall be sent by commercial express mail. All other correspondence, including invoices, payments, and other documents and communications, shall be sent by (i) electronic mail; (ii) via regular mail to the Parties at the addresses specified in the Authorized Persons/Notices Table which shall include the title(s) of the individual(s) authorized to receive notices; or (iii) via the online portal maintained at the Iron Mountain Website. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical or e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

(h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.

(i) Assignment. No assignment of this Agreement by Depositor and/or Beneficiary or any rights or obligations of Depositor and/or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed.

(j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the others.

(k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(l) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) it's costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(n) _(o)Regulations. All Parties are responsible for and warrant - to the extent of their individual actions or omissions - compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.

(p) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(q) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

NOTE: SIGNATURE BLOCKS AND AUTHORIZED PERSONS/NOTICES TABLE FOLLOW ON THE NEXT PAGE

The Parties agree that this Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the '**Agreement**"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	Colin M. Samuels
TITLE:	Assistant Corporate Secretary
DATE:	9.28.2006
EMAIL ADDRESS	csamuels@accela.com

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmcontracts@ironmountain.com

AUTHORIZED PERSONS/NOTICES TABLE

Please provide the name and contact information of the Authorized Persons under this Agreement. All Notices will be sent to these individuals at the addresses set forth below.

DEPOSITOR

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Colin M. Samuels		PRINT NAME:	
TITLE:	Assistant Corporate Secretary		TITLE:	
EMAIL ADDRESS	csamuels@accela.com		EMAIL ADDRESS	
STREET ADDRESS 1	4160 Dublin Blvd, Ste 128		STREET ADDRESS 1	
PROVINCE/CITY/STATE	Dublin, CA		PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	94568		POSTAL/ZIP CODE	
PHONE NUMBER	925.560.6577 ext 192		PHONE NUMBER	
FAX NUMBER	925.560.6570		FAX NUMBER	

BENEFICIARY

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:			PRINT NAME:	
TITLE:			TITLE:	
EMAIL ADDRESS			EMAIL ADDRESS	
STREET ADDRESS 1			STREET ADDRESS 1	
PROVINCE/CITY/STATE			PROVINCE/CITY/STATE	
POSTAL/ZIP CODE			POSTAL/ZIP CODE	
PHONE NUMBER			PHONE NUMBER	
FAX NUMBER			FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT A
ESCROW SERVICE WORK REQUEST

SERVICE Check box (es) to order service	SERVICE DESCRIPTION	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party for each service below.
☐ **Add and Manage New Escrow Account**	Iron Mountain will open a new escrow deposit account that includes a minimum of one (1) Depositor and one (1) complete set of Deposit Material. All Deposit Material will be securely stored in controlled vaults that are owned and/or operated by Iron Mountain. Account services include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management and submission of electronic Work Requests, and secure destruction of deposit materials upon account termination. Iron Mountain will assign a Client Manager for each escrow account. These Managers will provide client training from time to time to facilitate secure Internet access to escrow account(s). Assigned Managers will also ensure timely fulfillment of client Work Requests (e.g., deposit updates, new beneficiary enrollment) and communication of status.	**$1,050**	**$950**	☐ Depositor - **OR** - ☒ Beneficiary
☐ **Add Deposit Tracking Notification**	Iron Mountain will send periodic notices to Depositor and/or Beneficiary related to Deposit Material as specified within the terms of the agreement	**N/A**	**$350**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Add Beneficiary**	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow account, where possible, and provide notice as appropriate to all relevant Parties.	**N/A**	**$650**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Add Initial Verification of Deposit Material**	Iron Mountain will fulfill a Work Request to perform initial Verification Services, which includes a final report sent to Client, on Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. For a more detailed description see Verification Services Options below.	**N/A**	**$800**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Add Custom Verification of Deposit Material**	Iron Mountain will fulfill a Work Request to perform one or more levels of custom Verification Services, which includes a final report sent to Client, on Deposit Material. Client and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment. For a more detailed description see Verification Services Options below.	**Custom Quote Based on SOW**	**Custom Quote Based on SOW**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Add Dual Vaulting**	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	**N/A**	**$500**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Release Deposit Material**	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	**$500**	**N/A**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Add Custom Services**	Iron Mountain will provide its Escrow Expert™ consulting Services (e.g., licensing escrow strategy development, dual/remote vaulting, account consolidation) based on a custom SOW mutually agreed to by all Parties.	**$150/hour**	**N/A**	☐ Depositor - **OR** - ☐ Beneficiary
☐ **Delete Account**	Iron Mountain will fulfill a Work Request to terminate an existing escrow account by providing notice to all Parties to the Agreement, removing Deposit Material from the vault and then either securely destroying or returning the Deposit Material via commercial express mail carrier as instructed. All accrued Services Fees must be collected by Iron Mountain prior to completing fulfillment to terminate an existing escrow account.	**No Charge**	**No Charge**	**No Charge**
☐ **Replace/Delete Deposit Materials**	Iron Mountain will replace/delete deposit material in accordance with the terms of the agreement. Materials will be returned as directed by depositor or destroyed using Iron Mountain Secure Shredding	**No Charge**	**No Charge**	**No Charge**

Upon Escrow Service Agreement execution, please provide your initials below in the appropriate location to indicate your acceptance of this Escrow Services Work Request inclusive of agreed Services pricing and indication of which Party is financially responsible for payment of specific Services.

DEPOSITOR INITIALS_____ BENEFICIARY INITIALS_____

Note: Clients may submit Work Requests electronically through their escrow account online OR may complete this form along with any other supporting exhibits required and email and/or fax this Work Request to their assigned Client Manager at Iron Mountain for fulfillment.

VERIFICATION SERVICES OPTIONS

1. Initial Verification - Consistency.

1.1. Iron Mountain shall perform an initial verification ("Initial Verification") of the Deposit Material upon receipt of the first deposit and for each update. To help perform this evaluation, Iron Mountain will examine the Exhibit B, and request that the Depositor complete an Escrow Deposit Questionnaire. Iron Mountain will then analyze the Escrow Deposit Questionnaire and Exhibit B, prepare and deliver a report to Depositor and Beneficiary containing its finding(s) and opinion(s) as to the Deposit consistency based on the information supplied. Iron Mountain's report will include information regarding:

1.1.1. The hardware and software configuration(s) needed to read the Deposit Material media associated with the Exhibit B;

1.1.2. The software needed to interpret the data read from the media (i.e. Zip, tar, cvs type files); and

1.1.3. The hardware and software configurations needed to compile the software product defined by the Exhibit B.

1.2. Iron Mountain's Systems Analysts will also be available to discuss the Initial Verification's technical consistency evaluation and other deposit verification issues. Iron Mountain's higher levels of verification address issues of readability, inventory, ability to be compiled or other testing as requested by a Party.

2. Level One (1) - Inventory.

2.1. This series of verification tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.

2.2. *Steps include:* Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment.

2.3. *Deliverables:* At completion of testing, Iron Mountain will distribute a report to Beneficiary detailing Iron Mountain's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-Party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit. When identifying materials required to re-create Depositor's software development environment, Iron Mountain will rely on information provided in Depositor's completed questionnaire (obtained via a Iron Mountain verification representative) and/or information gathered during Iron Mountain's testing experience.

3. Level Two (2) – Build.

3.1. This series of tests includes a standard effort to compile the Deposit Material and build executable code.

3.2. *Steps include:* Recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code.

3.3. *Deliverables:* Iron Mountain will provide a report detailing the steps necessary to recreate the software/hardware development environment, problems encountered with testing, and Iron Mountain's analysis of the deposit.

4. Level Three (3) - Validation.

4.1. Level III verification consists of testing the functionality of the compiled Deposit Material (in a production setting or similar environment) and can be accomplished through one of the following three options:

4.1.1. *Option A* – With the Depositor's approval, executables created by Iron Mountain during Level II testing are provided to the Beneficiary for functionality testing.

4.1.2. *Option B* – The Beneficiary provides Iron Mountain with a copy of its licensed executables. Iron Mountain compares the executables created during Level II testing with the licensed executables and provides a comparison report to all Parties.

4.1.3. *Option C* – Iron Mountain recreates the runtime environment for the licensed technology and installs the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) Iron Mountain then runs test scripts supplied by the Beneficiary and provides a report of the test results to all Parties. This may require Depositor approval.

4.1.4. Services may be provided by Iron Mountain or individuals or organizations employed by or under contract with Iron Mountain, at the discretion of Iron Mountain.

EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION

Deposit Account Number: _____

COMPANY NAME: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION ____ (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY		MEDIA TYPE	QUANTITY
☐ **Internet File Transfer**	N/A		☐ **3.5" Floppy Disk**	
☒ **CD-ROM / DVD**			☐ **Documentation**	
☐ **DLT Tape**			☐ **Hard Drive / CPU**	
☐ **DAT Tape**			☐ **Circuit Board**	

☐ **Other (describe here):**

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐**Yes or** ☐ **No**

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name_____ Version _____

Hardware required _____

Software required _____

Other required information_____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	**NAME:**
DATE:	**DATE:**
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: (770) 239-9200
Facsimile: (770) 239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIALS

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material.

1. Release Conditions. Depositor and Beneficiary agree that Iron Mountain will provide notice via electronic mail and/or regular mail to the Depositor if a Beneficiary under this Agreement submits a Deposit Material release Work Request based on one or more of the following conditions (defined as "**Release Conditions**"):
   (i) Failure of the Depositor to function as a going concern or operate in the in the ordinary course; or
   (ii) Joint written instructions from Depositor and Preferred Beneficiary..
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the authorized Depositor representative(s).
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall send a copy to an authorized Beneficiary representative by commercial express mail. Additionally, Iron Mountain shall notify both Depositor representative(s) and Beneficiary representative(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary that accept release of Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any uncollected Service fees due Iron Mountain from the Beneficiary before fulfilling the Work Request to release Deposit Material covered under this Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
5. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

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MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT No.**4384** (hereafter referred to as "Agreement") dated as of **December 13, 2006,** is entered into by and between **Government Capital Corporation** a Texas corporation (herein referred to as "Lessor"), and the **City of Oceanside**, a political subdivision of the State of California (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessee contemplates the acquisition of technology assets and related personal property that is more fully described in Exhibit A, hereto, and the financing of said acquisition through Lessee's execution in favor of Lessor of this tax-exempt Lease-Purchase Agreement; and

WHEREAS, Lessor desires to provide financing of Lessee's acquisition of said property through the execution by the parties hereto of this Lease-Purchase Agreement;

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 the property 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. Except as specifically provided in Section 2 hereof, 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. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Renewal and Non-Appropriation. Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that ***(i)*** funds for the succeeding fiscal period cannot be obtained, ***(ii)***Lessee has exhausted all legally available means for making payment called for under this Agreement, ***(iii)*** Lessee has invoked and diligently pursued all legal procedures by which payment called for under this Agreement may be made, ***(iv)*** such failure to obtain funds has not resulted from any act of Lessee, ***(v)*** Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those of the Property or which provide similar benefits to Lessee, and ***(vi)*** no funds have been appropriated for the funding of Lease Payments, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its Assigns at least thirty (30) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

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, rental, 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.

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

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement 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 Agreement have been, or will be, complied with in a timely manner;

(b) Subject to the provisions of section 2 all Lease Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, utilize its best efforts to include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has made or will make available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) 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 Agreement;

(d) Written information supplied and written statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. Lessee has not defaulted in any of its monetary financial debt obligations during the past ten (10) years.

5. 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 the Property, in a manner contrary to any license agreement 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.

6. Maintenance. Lessor shall have no obligation of any nature to provide maintenance to or service regarding the Property. Lessee shall be solely responsible for the providing of all such maintenance and service, to the extent applicable, at Lessee's sole cost and expense.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such technology assets or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such technology assets or accessories do not impair the value or utility of the Property. Subject to the provisions of section 13, below, all technology assets and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such technology assets or accessories not removed upon termination shall become the property of Lessor.

(b) Subject to the provisions of section 13, below or as otherwise allowable under those agreements pursuant to which the Property is being acquired, without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted under the terms of this Agreement, or as otherwise permitted pursuant to any applicable software licensing agreement. 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.

8. 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.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the lease payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor ***(i)*** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and ***(ii)*** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Indemnification. Lessee shall indemnify, to the extent permitted by law, and save harmless Lessor and its agents, 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 any personal property, sales, use, ad valorem or other taxes arising from the execution of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property except and in proportion to the extent caused by the negligence or willful misconduct of Lessor, along with any other losses, liabilities or claims that might be asserted against Lessor solely as a result of actions taken by the Lessee with regard to the Property that amount to gross negligence or willful misconduct on behalf of the Lessee or its agents or employees. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefore by Lessor and shall survive the termination or expiration of this Agreement.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS 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 Agreement, 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, and the parties agree to work together in good faith in order to determine the best manner in which to use said recovery proceeds.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in 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 option or such shorter period of time that Lessor may deem acceptable; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's vested and/or contingent right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase 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 quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination. Provided that Lessee gives the notice required herein, payment of the applicable Option to Purchase Value may occur concurrently with Lessee's final installment payment. Should Lessee not execute a Certificate of Acceptance by the Termination Date, as defined in that Escrow Agreement between Lessor and Lessee of even date herewith, then all funds held by the escrow agent identified therein shall be immediately returned to Lessor and credited to the principal balance owed by Lessee hereunder, and Lessee shall have the option to immediately pay to the Lessor the remaining balance plus accrued interest and a one percent premium on the original balance.

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 when due or within twenty (20) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the twenty (20) 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 Agreement 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, or upon the exercising by Lessee of its non-appropriation rights that are set forth in Paragraph 2 hereof, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect those amounts due hereunder as lease payments for the fiscal year in which the default occurs or, in the event of a default continuing from one fiscal year into a subsequent fiscal year(s), to immediately collect as due the lease payments for each year(s) of the continuing default. Under no circumstance shall Lessor, upon default by Lessee, accelerate or collect as due any future annual lease payments for future years remaining, if any, under this Agreement.

(2) Require Lessee to perform its other obligations hereunder in which event Lessee shall be liable for those costs and expenses reasonably incurred by Lessor in securing Lessee's performance of this Agreement.

(3) Take possession of the Property, with notice to Lessee of at least thirty (30) days, but without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting there from and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(4) Terminate this Agreement and take possession of the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(5) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or lease payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of ***(i)*** the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), ***(ii)*** the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and ***(iii)*** any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(6) 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 Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; ***(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.

(c) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

16. 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 Agreement or the Property or any interest in this Agreement or the Property; or ***(ii)*** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement 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 Agreement 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 Agreement, 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. Notwithstanding the foregoing, all assignments, transfers and conveyances shall be made in a manner that conforms with all applicable state and federal securities laws, and provided, further, that such interest may only be sold or assigned on a private placement basis in its entirety (and not to a trustee who might issue certificates of participation, and not otherwise pursuant to any "public offering") to a purchaser who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands this Lease-Purchase Agreement will not be registered under the Securities Act of 1933; (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional investor within the meaning of Rule 144A; and (iv) it is the intention of such purchaser to acquire the Lease-Purchase Agreement (a) for investment for its own account or (b) for resale in a transaction exempt from registration under the Securities Act of 1933; provided, further, that in any event, Lessee shall not be required to make Lease Payments, to send notices, or to otherwise deal with respect to matters arising under this Lease-Purchase Agreement with or to more than one individual or entity at a time.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, as evidenced by Lessee's execution of the attached "Certificate of Acceptance, Lessee shall have title to the Property during the term of this Agreement; however, in the event of ***(i)*** an Event of Default hereunder and for so long as such Event of Default is continuing, or ***(ii)*** termination of this Agreement pursuant to the provisions of Section 2 hereof, Lessor shall have the right to assume title of the Property free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. 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 lesser of 12% per annum or the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within twenty (20) 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 rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail or by verifiable facsimile transmission, and shall be deemed to have been given and received forty-eight (48) hours when transmitted, or 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 Agreement or at such other address as either party may hereafter designate.

22. 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 Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent/assigns to sign and execute on its behalf, any and all necessary UCC-1 forms to perfect the Purchase Money Security interest herein granted to Lessor.

23. 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 represents, warrants and covenants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the Lease Payments remains exempt from Federal Income Taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Internal Revenue Code of 1986, as amended, and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide annual audited financial statements, prepared by a certified public accountant not later than eight (8) months after and as of the end of each fiscal year. Upon written request by Lessor, Lessee shall additionally provide Lessor within 45 days after request with periodic financial statements, to the extent prepared by Lessee in the ordinary course of its business, which may include a combined balance sheet, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the current 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.

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 Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (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 Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement 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 Agreement 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 Agreement.

(g) Subject to compliance with the provisions of Paragraph 16, hereof, 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) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) 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.

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

(k) Except as otherwise provided herein, this Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2006.

Lessor: Government Capital Corporation

_____
Authorized Signature
345 Miron Drive
Southlake, Texas 76092

Witness Signature:_____

Print Name: _____

Print Title: _____

Lessee: City of Oceanside

_____
Barry Martin, Interim City Manager
300 North Coast Highway
Oceanside, CA 92054

Witness Signature:_____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

MUNICIPAL LEASE-PURCHASE AGREEMENT **4384** (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, Government Capital Corporation and **LESSEE,** City of Oceanside
Dated as of December 13, 2006`

DESCRIPTION

Software Licenses

Deliverables	Quantity
Accela Automation® Server Licenses	2
Accela Automation Included User Licenses	13
Accela Automation Additional User Licenses	80
Accela Citizen Access™ Licenses (Based Upon Population)	1 Server, Unlimited User Licenses
Accela GIS™ Server License[2]	1
Accela GIS Included User Licenses	5
Accela GIS Additional User Licenses	85
Accela Wireless™ Server License	1
Accela Wireless Included User Licenses	10
Accela Wireless Additional User Licenses	34
Accela IVR™ Server	1
Accela IVR™ Ports	7
	N/A

Deliverables
Five Year Maintenance for Accela Automation® Licenses (1 Server, 93 Users)
Five Year Maintenance for Accela Citizen Access™ Licenses (1 Server, Unlimited Users)
Five Year Maintenance for Accela GIS™ Licenses (1 Server, 91 Users)
Five Year Maintenance for Accela Wireless™ Licenses (1 Server, 44 Users)
Five Year Maintenance for Accela IVR™ Licenses (7 Ports)

Deliverables[1]
Professional Services -- Phase I
Professional Services -- Phase II

PROPERTY LOCATION:
City Hall North, Information Technologies Department
300 N. Coast Hwy
Oceanside, CA 92054

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

MUNICIPAL LEASE-PURCHASE AGREEMENT **4384** (THE "AGREEMENT")
BY AND BETWEEN

LESSOR: Government Capital Corporation **and LESSEE:** City of Oceanside

Dated as of December 13, 2006

Nominal Interest Rate 5.15%
Effective Rate Net of Vendor Incentive 2.99%

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	9/10/2007	$317,084.54	$53,650.84	$263,433.70	NA
2	9/10/2008	$317,084.54	$57,703.66	$259,380.88	$874,125.62
3	9/10/2009	$317,084.54	$44,345.54	$272,739.00	$595,065.54
4	9/10/2010	$317,084.54	$30,299.49	$286,785.05	$303,866.35
5	9/10/2011	$317,084.54	$15,530.06	$301,554.48	$1.00
Grand Totals		$1,585,422.70			

Accepted By Lessee: _____
Barry Martin, Interim City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

MUNICIPAL LEASE-PURCHASE AGREEMENT **4384** (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, Government Capital Corporation and **LESSEE,** City of Oceanside
Dated as of December 13, 2006

I, Barbara Riegel Wayne (NAME), do hereby certify that I am the duly elected or appointed and acting City Clerk (TITLE), of City of Oceanside, 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 Lease-Purchase Agreement dated as of December 13, 2006 between such entity and GOVERNMENT CAPITAL CORPORATION.

Name	Title	Signature
Barry Martin	Interim City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this_____ day of_____ 2006.

BY:_____
Barbara Riegel Wayne, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "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 provided about insurance:

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

PHONE NUMBER:_____

POLICY NUMBER: _____

I, Michael Sherwood, Chief Information Officer, of City of Oceanside ("Lessee"), hereby certify that the Property to be leased to the undersigned under the certain Municipal Lease-Purchase Agreement, dated as of December 13, 2006 between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose:

> Create a self-hosted Development Management Enterprise system to support the critical functions of the Planning, Engineering, Building, Water Utilities, code Enforcement, Business License, Redevelopment and Fire Prevention departments.

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

IN WITNESS WHEREOF, I have set my hand this _____ day of_____, 2006.

By Lessee: City of Oceanside

_____ _____
Michael Sherwood, Chief Information Officer Barry Martin, Interim City Manager

CERTIFICATE OF ACCEPTANCE

MUNICIPAL LEASE-PURCHASE AGREEMENT 4384 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Oceanside
Dated as of December 13, 2006

---

1. **ACCEPTANCE**: The City of Oceanside as Lessee under that certain MUNICIPAL LEASE-PURCHASE AGREEMENT dated as of December 13, 2006, hereby acknowledges 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, subject to annual appropriation to make lease payments commencing 9/10/2007. Lessee hereby certifies that such Property is fully insured in accordance with Section 10 of the Lease and that such Property constitutes all or a portion of the Property as that term as defined in the Lease.

By Lessee:

_____
Barry Martin, Interim City Manager

For Lessee: City of Oceanside

ACCEPTED on this the _____ day of _____, 2006.

2. **PROPERTY**:

Technology Assets, SEE ATTACHED EXHIBIT A.

3. **USE**: The primary use of the Property is as follows: **(PLEASE FILL IN PRIMARY USE BELOW)**

_____

4. **PROPERTY LOCATION**:

City Hall North, Information Technologies Department
300 N. Coast Hwy
Oceanside, CA 92054

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

City of Oceanside
Attn.: Mr. Michael Sherwood, Chief Information Center
300 North Coast Highway
Oceanside, CA 92054

6. **INSURANCE**: Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. 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 (in accordance with Section 10 of the Agreement).

7. **MAINTENANCE**: In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows:

_____ Maintenance Contract _____ Election to self-maintain

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT **No. 4384** (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, Government Capital Corporation and **LESSEE,** City of Oceanside
TAX ID #95-1588570
Dated as of December 13, 2006

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of December 13, 2006 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Oceanside ("Lessee") and _____ ("Agent").
W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of December 13, 2006 (the "Lease") pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of $1,324,078.35 ("Escrow Amount") for deposit by Agent in the City of Oceanside Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Payment Request Form, in the form attached hereto as Exhibit "A", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Payment Request Form in the form attached hereto as Exhibit "A", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Payment Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations , or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of $1 for each share. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Certificates of Acceptance by Lessee and payment of acquisition costs by Agent for all the Property, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on December 15, 2007, or that earlier date that Lessee may designate (collectively, "Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any nonacquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Should Lessee not execute the Certificate of Acceptance by the Termination Date, then all principal and accrued interest held in the Escrow Account shall be paid to Lessor or its assigns as a credit against the principal balance outstanding under the Lease Purchase Agreement.
7. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
8. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
9. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
10. This Agreement may be amended by written agreement executed by all the parties.
11. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY:_____
Authorized Signer

LESSEE: City of Oceanside

BY:_____
Barry Martin, Interim City Manager

AGENT: _____

BY:_____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT No. 4384 (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, Government Capital Corporation and **LESSEE,** City of Oceanside
TAX ID #95-1588570
Dated as of December 13, 2006

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of December 13, 2006 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Oceanside ("Lessee") and _____ ("Agent").
W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of December 13, 2006 (the "Lease") pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of $1,324,078.35 ("Escrow Amount") for deposit by Agent in the City of Oceanside Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Payment Request Form, in the form attached hereto as Exhibit "A", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Payment Request Form in the form attached hereto as Exhibit "A", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Payment Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations , or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of $1 for each share. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Certificates of Acceptance by Lessee and payment of acquisition costs by Agent for all the Property, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on December 15, 2007, or that earlier date that Lessee may designate (collectively, "Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any nonacquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Should Lessee not execute the Certificate of Acceptance by the Termination Date, then all principal and accrued interest held in the Escrow Account shall be paid to Lessor or its assigns as a credit against the principal balance outstanding under the Lease Purchase Agreement.
7. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
8. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
9. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
10. This Agreement may be amended by written agreement executed by all the parties.
11. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY:_____
Authorized Signer

LESSEE: City of Oceanside

BY:_____
Barry Martin, Interim City Manager

AGENT: _____

BY:_____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT **No.4384** (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, Government Capital Corporation and **LESSEE,** City of Oceanside
TAX ID #95-1588570
Dated as of December 13, 2006

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of December 13, 2006 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Oceanside ("Lessee") and _____ ("Agent").
W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of December 13, 2006 (the "Lease") pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of $1,324,078.35 ("Escrow Amount") for deposit by Agent in the City of Oceanside Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Payment Request Form, in the form attached hereto as Exhibit "A", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Payment Request Form in the form attached hereto as Exhibit "A", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Payment Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations , or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of $1 for each share. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Certificates of Acceptance by Lessee and payment of acquisition costs by Agent for all the Property, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on December 15, 2007, or that earlier date that Lessee may designate (collectively, "Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any nonacquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Should Lessee not execute the Certificate of Acceptance by the Termination Date, then all principal and accrued interest held in the Escrow Account shall be paid to Lessor or its assigns as a credit against the principal balance outstanding under the Lease Purchase Agreement.
7. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
8. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
9. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
10. This Agreement may be amended by written agreement executed by all the parties.
11. This Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR: Government Capital Corporation

BY:_____
Authorized Signer

LESSEE: City of Oceanside

BY:_____
Barry Martin, Interim City Manager

AGENT: _____

BY:_____
Agent Rep, Agent Rep Title

EXHIBIT A AND ATTACHMENT 1

MUNICIPAL LEASE-PURCHASE AGREEMENT No. 4384 (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee,** City of Oceanside
Dated as of December 13, 2006

PAYMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of December 13, 2006, (Escrow Date) by and among the Agent, Government Capital Corporation as Lessor and City of Oceanside as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the equipment described below. The amount shown below is due and payable under the invoice of Payee with respect to the described equipment and has not formed the basis any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF EQUIPMENT: _____

DATED: _____

Indicate Method for Payment Disbursement:

_____Overnight Check _____Regular Mail Check _____Wire Funds

Mailing Address: _____ Wire Instructions: _____

_____ _____

Lessee: City of Oceanside

By: _____
Barry Martin, Interim City Manager

Lessor: Government Capital Corporation or its Assigns

By: _____

Name: _____

Title: _____

ACCEPTANCE CERTIFICATE

City of Oceanside as Lessee under that certain MUNICIPAL LEASE-PURCHASE AGREEMENT dated as of December 13, 2006, ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of, or pre-payment of, all the equipment described on the attached Exhibit "A," hereby accepts such equipment and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such equipment, that such equipment is fully insured in accordance with Section 10 of the Lease and that such equipment constitutes all or a portion of the Equipment as that term as defined in the Lease.

Date:_____, 2006

By Lessee:

_____
Barry Martin, Interim City Manager

For Lessee: City of Oceanside

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE APPROVING THE PROFESSIONAL SERVICES AGREEMENT, MUNICIPAL LEASE-PURCHASE AGREEMENT AND ANNUAL MAINTENANCE AGREEMENTS OF ACCELA DEVELOPMENT MANAGEMENT SOFTWARE; APPROVING THE ESCROW AGREEMENT FOR ACQUIRING THE SOFTWARE SYSTEM, APPROVING THE LOAN FOR HARDWARE, SYSTEM SOFTWARE AND SUPPORT; AND ADDING A SURCHARGE TO DEVELOPMENT-RELATED FEES TO PAY A PORTION OF THE LEASE/PURCHASE COST.

WHEREAS, the City of Oceanside has experienced sufficient growth and development to require a comprehensive automated development tracking system;

WHEREAS, purchase and implementation of the hardware, software, implementation support and technical support required to operate such system will benefit all citizens seeking to obtain use permits, building permits, development plans and other services;

WHEREAS, the cost of such system should be borne by those citizens who most benefit from the use of the system and not the general public at large;

WHEREAS, after the competitive bidding process the City chose the vendor Accela Inc., to provide the necessary software application to implement a complete development system with effective tracking functions as well as efficient inspection and reporting tools. The Accela Automation system provides improved customer service and automated checks and balances to enable the City staff to provide more efficient and accurate development processes associated with issuing permits and/or licenses, as well as inspections, and tracking the overall development approval process;

WHEREAS, on December 13, 2006, the City Council of the City of Oceanside did conduct a duly noticed public hearing for the purpose of considering a five-year professional services agreement with Accela, Inc., of Dublin, California, in the amount of $1,463,087, for software purchase and annual maintenance of a development tracking software

system; considering a Municipal Lease-Purchase Agreement with Government Capital Corporation, for the purpose of procuring Accela Automation repaid at 2.99 percent interest for a five-year period, considering an escrow agreement to facilitate funding arrangements for the acquisition of the software, considering a loan in the amount of $300,000 (at 5 percent interest) from the General Fund Unallocated Fund Balance, which was available as of June 30, 2006, for hardware purchase, system software, sales tax, technical support, and project manager support, to be repaid over a five-year period; and adding a 6.2 percent surcharge to all permits and related development fees charged by the Planning, Engineering, Building and Redevelopment divisions/departments to fund a portion of the project.

WHEREAS, the estimated amounts to be collected by the 6.2 percent surcharge over a five-year period are projected to be sufficient to cover three quarters of the cost related to the acquisition and support of this software system. This figure was calculated by dividing the Planning, Engineering, Building and Redevelopment departments/divisions total cost of the software package and associated expenses by the five-year average of development fees and permits for planning, engineering and building service fees.

WHEREAS, Water Utilities, Code Enforcement, Business License and the Information Technologies departments/divisions will pay $487,919, their portion of the acquisition and support of the software system through their standard revenue sources.

WHEREAS, the City Council finds that the surcharge is necessary to ensure that development projects pay the estimated amount required to provide the service for which the fee is charged. Except for the 6.2% surcharge reflected in Exhibit A, no development permit fee is modified by this resolution.

WHEREAS, the list of all impacted fees is attached hereto as Exhibit A.

WHEREAS, the City Council did hear all persons desiring to speak either in favor of, or in opposition to the professional service agreement, municipal lease-purchase agreement, loan for hardware and support; and addition of a surcharge to the development-related fees;

WHEREAS, the City Council finds that the proposed action is exempt from the California Environmental Quality Act; and

WHEREAS, the City of Oceanside desires to enter into that certain Municipal Lease-Purchase Agreement dated as of December 13, 2006, by and between the City and Government Capital Corporation., for the purpose of procuring said Accela Automation.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. The City Council hereby approves the Professional Service Agreement with Accela, Inc. and the Municipal Lease-Purchase Agreement with Government Capital Corporation, for the purpose of procuring Accela Automation repaid at 2.99 percent interest for a five-year period, and authorizes the Escrow Agreement to facilitate the funding arrangements, and authorizes the City Manager to execute said Agreements.

SECTION 2. The five-year professional services agreement with Accela, Inc., shall be $1,463,070, for software purchase and annual maintenance of a development tracking software system.

SECTION 3. The loan to fund the hardware purchase, system software, technical support and project management support shall be $300,000, repaid at five percent interest for a five-year period, borrowed from the General Fund Unallocated Fund Balance, which was available as of June 30, 2006.

SECTION 4. There shall be a surcharge applied to all permits and related development fees as outlined in the Development Permit and Fee Types list attached hereto as Exhibit "A" within the Planning, Engineering, Building, and Redevelopment Divisions/Departments. Said surcharge shall be a 6.2 percent increase of the current fees, and shall apply to all permits and development fees as outlined in Exhibit A, imposed between February 19, 2007 and December 31, 2012.

SECTION 5. Said surcharge shall be for the purpose of funding the start-up cost of the project including the hardware, system software, technical support and project management as well as a portion of the initial software purchase and maintenance support for the system. All fees collected pursuant to this surcharge shall be used to fund the start-up cost; a portion of the system purchase and five-years of system maintenance cost to continue the use of the system;

SECTION 6. The surcharge shall take effect February 19, 2007.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this _____day of _____, 2006, by the following vote:

AYES:

NAYS:

ABSENT:

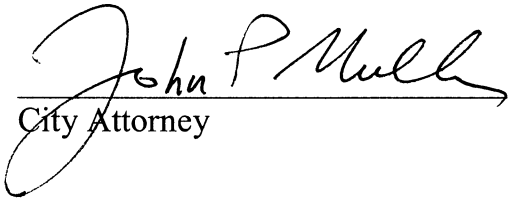
ABSTAIN:

_____
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
City Attorney

EXHIBIT "A"

Development Permit and Fee Types:	Surcharge %
Permit-Coastal Development	6..2%
Permit-Street Name Assignmt Fee	6..2%
Plan Applicatn Fees	6..2%
DocumentServices-Post Card Notification Fees	6..2%
Environmental Review Fees	6..2%
Subdivisionn Map-Development Fees	6..2%
Plan Check-Building	6..2%
Plan Check-Handicap	6..2%
Plan Check-Energy	6..2%
Permit-Building	6..2%
Permit-All Inclusive	6..2%
Permit-Plumbing/Electrical/Mechanical	6..2%
Permit-MfdHomes/ Park Registration	6..2%
Permit-Handicap	6..2%
Permit-Energy	6..2%
Permit-Sign	6..2%
Permit-Mobil Home Operation	6..2%
Inspection-Mobile Home AB925	6..2%
Permit-Street/Curb-Engineering	6..2%
Permit-Grading-Engineering	6..2%
Permit-Structure Moving-Engineering	6..2%
Document Services-Photo Mylar Reproduction	6..2%
Document Services-Postage Fees	6.2%
Document Services-Engineering Document Sale	6.2%
Plan Check-Grading-Engineering	6.2%
Plan Check-Erosion Control-Engineering	6.2%
Plan Check-Improvement-Engineering	6.2%
Plan Check-Landscape Engineering	6.2%
Final Subdivision Map Review	6.2%
Final Parcel Map Review-Engineering	6.2%
Lot Line Adjustment-Engineering	6.2%
Certificate of Compliance-Engineering	6.2%
Certificate of Correction-Engineering	6.2%
Processing Fee-Street Vacation-Engineering	6.2%
Inspection-Grading-Engineering	6.2%
Inspection-Erosion Control	6.2%
Inspection-Improvement-Engineering	6.2%
Inspection-Landscape-Engineering	6.2%
Development Charges-Redevelopment	6.2%