



AGENDA
REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 24, 2015, 7:00 P. M.
CITY COUNCIL CHAMBERS
245 E. BONITA AVE.

RECEPTION FOR NEWLY ELECTED MAYOR AND CITY COUNCILMEMBER
6:30 P.M. CITY HALL LOBBY

CITY COUNCIL:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

1. CALL TO ORDER

2. POST ELECTION PROCEDURES

- a. Adoption of **Resolution No. 2015 -18**, Declaring the results of the March 3, 2015 General Municipal Election.
- b. Oath of Office.
- c. Appointment of Mayor Pro Tem.
- d. City Council/Commission/Committee/Board Assignments.
- e. Remarks from Mayor and Councilmembers.

3. ANNOUNCEMENTS

- Family Fun Festival- March 28, 2015 10:00 a.m.

4. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time and ask to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

- a. Members of the Audience

5. CONSENT CALENDAR

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

- a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:

(1) **RESOLUTION NO. 2015 - 19**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTH OF MARCH, 2015.

- b. Approval of minutes for February 24, 2015 Study Session, regular meetings of February 24, 2015 and March 10, 2015.
- c. Cooperative Agreement with LA County
- d. San Gabriel Valley Council of Governments Update

END OF CONSENT CALENDAR

6. OTHER MATTERS

- a. Authorize agreement with Accella for permit software upgrade

7. ORAL COMMUNICATIONS

- a. Members of the Audience (Speakers are limited to five (5) minutes or as may be determined by the Chair.)
- b. City Manager
- c. City Attorney
- d. Members of the City Council
 - 1) Councilmembers' report on meetings attended at the expense of the local agency
 - 2) Individual Members' comments and updates

8. ADJOURNMENT

Adjourn meeting in memory of James Edward Schoonover. The next meeting will be a 5:00 p.m. Spring City Council/Staff Retreat, March 30, 2015.



Notice Regarding American with Disabilities Act: In compliance with the ADA, if you need assistance to participate in a city meeting, please contact the City Clerk's Office at (909) 394-6216. Early notification before the meeting you wish to attend will make it possible for the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Copies of documents distributed for the meeting are available in alternative formats upon request. Any writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection at the Administration Counter at City Hall and at the San Dimas Library during normal business hours. In addition most documents are posted on the City's website at cityofsandimas.com.

Posting Statement: On March 20, 2015, a true and correct copy of this agenda was posted on the bulletin board at 245 East Bonita Avenue (San Dimas City Hall), 145 North Walnut Avenue (Los Angeles County Library), 300 East Bonita Avenue (United States Post Office), Von's Shopping Center (Puente/Via Verde Avenue) and the City's website www.cityofsandimas.com/minutes.cfm

RESOLUTION NO. 2015-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN DIMAS, CALIFORNIA, RECITING THE FACT OF THE
GENERAL MUNICIPAL ELECTION HELD ON MARCH 3, 2015
DECLARING THE RESULT AND SUCH OTHER MATTERS
AS PROVIDED BY LAW**

WHEREAS, a Municipal Election was held and conducted in the City of San Dimas, California, on Tuesday, March 3, 2015 as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the City Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A."

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of ballots cast in the precincts except absent voter ballots was 994.

That the whole number of absent voter ballots cast in the City was 1,903, making a total of 2,897 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for Mayor are as follows:

Curtis W. Morris

SECTION 3. That the names of persons voted for at the election for Member of the City Council are as follows:

Tyler Fishcella
Emmett Badar
Casey Higgins
Dina Higgins
John Ebiner

SECTION 4. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A" attached.

SECTION 5. The City Council does declare and determine that: Curtis W. Morris was elected as Mayor for the full term of two (2) years; Emmett Badar was elected as Member of the City Council for the full term of four (4) years; and John Ebiner was elected as Member of the City Council for the full term of four (4) years.

SECTION 6. The City Clerk shall enter on the records of the City Council of the City a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; (5) The total number of votes given to each person.

SECTION 7. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 8. That City Clerk shall certify to the passage and adoption of this Resolution and enter it in to the book of original Resolutions.

PASSED, APPROVED AND ADOPTED THIS 24th day of March, 2015.

Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution No. 2015-18 was adopted by vote of the City Council of the City of San Dimas at its regular meeting of March 24th, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Black, Deputy City Clerk

EXHIBIT "A"

**CITY OF SAN DIMAS
MARCH 3, 2015 GENERAL MUNICIPAL ELECTION**

I, Debra Black, Deputy City Clerk of the City of San Dimas, authorized by Resolution No. 2014-54, adopted by the City Council on October 14, 2014, do certify that I have canvassed the returns of the General Municipal Election held on March 3, 2015, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective offices for which the persons were candidates were as follows:

		CANDIDATE FOR MAYOR	CANDIDATES FOR CITY COUNCIL							
	PRECINCT	CURTIS W. MORRIS	TYLER FISHCELLA	EMMETT BADAR	DINA HIGGINS	CASEY HIGGINS	JOHN EBINER	TOTAL ELIGIBLE	TOTAL TURNOUT	TURNOUT %
1	BUSD, Board Room 115 W. Allen Ave.	79	4	46	41	60	45	1879	109	5.8
	Vote by Mail/Provisional	114	16	89	22	60	70		139	
2	Park San Dimas Apartments 265 W. Foothill Blvd.	106	3	74	36	64	69	1432	130	9
	Vote by Mail/Provisional	101	11	80	23	49	70		133	
3	Ladera Serra Park 975 Calle Serra	72	5	49	23	35	54	1736	90	5.1
	Vote by Mail/Provisional	174	12	146	48	71	124		218	
4	Foothill Vineyard Church 100 E. Foothill Blvd.	49	2	27	22	21	29	1575	57	3.6
	Vote by Mail/Provisional	92	15	65	24	48	62		114	
5	Marchant Park 425 E. Juanita Avenue	82	4	58	27	50	44	1656	100	6
	Vote by Mail/Provisional	131	18	101	28	60	78		155	

EXHIBIT "A"

		CANDIDATE FOR MAYOR	CANDIDATES FOR CITY COUNCIL							
	PRECINCT	CURTIS W. MORRIS	TYLER FISHCELLA	EMMETT BADAR	DINA HIGGINS	CASEY HIGGINS	JOHN EBINER	TOTAL ELIGIBLE	TOTAL TURNOUT	TURNOUT %
8	Charter Oak Mobile Home Park 801 W. Covina Blvd.	47	1	34	13	18	29	1851	53	2.8
	Vote by Mail/Provisional	108	11	85	27	43	72		123	
10	San Dimas Sheriff's Station 270 So. Walnut Ave.	76	6	49	34	38	50	2265	93	4.1
	Vote by Mail/Provisional	108	15	77	32	42	78		134	
11	Lone Hill Middle School 700 S. Lone Hill Avenue	66	4	44	15	42	42	2319	78	3.3
	Vote by Mail/Provisional	142	12	104	40	49	97		162	
12	Frank G. Bonelli Park 120 Via Verde	86	6	49	25	42	43	2262	89	3.9
	Vote by Mail/Provisional	242	24	189	80	143	114		295	
15	San Dimas Community Church, 216 N. San Dimas Avenue	65	6	39	15	38	46	1711	80	4.6
	Vote by Mail/Provisional	109	8	67	43	52	64		125	
16	Christ's Church of the Valley 801 Covina Blvd.	42	4	33	7	14	24	1275	46	3.6
	Vote by Mail/Provisional	105	10	76	26	39	60		116	

EXHIBIT "A"

		CANDIDATE FOR MAYOR	CANDIDATES FOR CITY COUNCIL							
	PRECINCT	CURTIS W. MORRIS	TYLER FISHCELLA	EMMETT BADAR	DINA HIGGINS	CASEY HIGGINS	JOHN EBINER	TOTAL ELIGIBLE	TOTAL TURNOUT	TURNOUT %
50	Century 21Citrus Realty	51	0	36	21	38	39	1399	69	4.9
	Vote by Mail/Provisional	151	10	114	39	60	119		189	
	TOTAL	2398	207	1731	711	1176	1522	21360	2897	

I have also conducted a manual tally of Precinct No. 10 in accordance with Section 15360 of the Election Code. The results of the manual tally are as follows:

<u>Office/ Candidate</u>	<u>Machine Tally</u>		<u>Manual Tally</u>		<u>Difference</u>	<u>If discrepancy – how resolved.</u>
	<u>Precinct</u>	<u>VBM/Provisional</u>	<u>Precinct</u>	<u>VBM/Provisional</u>		
	8	8	8	8		
MAYOR:						
Curtis Morris	47	84	47	84		
CITY COUNCIL:						
Tyler Fishcella	1	9	1	9		
Emmett Badar	34	72	34	72		
Dina Higgins	13	17	13	17		
Casey Higgins	18	38	18	38		
John Ebner	29	57	29	57		

Debra Black, Deputy City Clerk

Dated March 24, 2015



**CITY COUNCIL/COMMISSION
COMMITTEE/BOARD ASSIGNMENTS**

CALIFORNIA CONTRACT CITIES ASSOCIATION

8119 Somerset Blvd.
Paramount, CA 90723

562 633-9555

Delegate: Mayor Morris
Alternate: All Councilmembers
Meeting Date: 3rd Wednesday of the month; Social hr. 6 p.m.; Dinner Meeting-7 p.m.
Location: Varies according to host city.

LEAGUE OF CALIFORNIA CITIES BOARD OF DIRECTORS

602 E. Huntington Dr.
Monrovia 91016

626 305-1315

Delegate: Councilmember Badar
Alternate: Councilmember Bertone, Councilmember Templeman
Meeting Date: Board-4th Wednesday of the month; 7 p.m.
Location: same

General Membership

Meeting Date: 1st Thursday of the month; 7 p.m. Dinner/Meeting at 7:30 p.m.
Location: Stevens Steakhouse
5332 Stevens Pl
City of Commerce

L. A. COUNTY-CITY SELECTION COMMITTEE

(Piggyback with League of California Cities)

Delegate: Mayor Morris (automatic delegate)

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS – General Assembly*

818 W. Seventh Street 12th Flr 213 236-1800
Los Angeles, CA 90017-3435 FAX 213 236-1825

Delegate: Councilmember Bertone
Alternate: Mayor Pro Tem Ebiner
Meeting Date: 1st Thursday of the month; 12 p.m.
Location: same

L. A. COUNTY-SANITATION DISTRICT BOARD

1955 Workman Mill Rd. 562 699-7411
Whittier 90601 FAX 562 695-2897

Delegate: Mayor Morris (automatic delegate)
Alternate: Councilmember Bertone
Meeting Date: 4th Wednesday of the month; 1:30 p.m.
Location: same

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

8081 Moody Street 562 467-8700
La Palma 90623-2045 FAX 562 860-4992
Rep. Allan Amico email: allan@cjpia.org 562 467-8720
DIR FAX 562 402-8692

Delegate: Mayor Morris
Alternate: City Manager Blaine Michaelis
Meeting Date: 4th Wednesday of the month; 6:30 p.m.
Location: same

POMONA VALLEY TRANSPORTATION AUTHORITY

2120 Foothill Blvd
La Verne 91750 909 596-7664
Secretary: Delal

Delegate: Councilmember Emmett Badar
Alternate: Asst. City Manager, Ken Duran, City Mgr. Blaine Michaelis
Meeting Date: 2nd Wednesday of the month; 5:30 p.m.
Location: La Verne City Hall
3660 D Street
La Verne 91750

FOOTHILL TRANSIT ZONE JOINT POWERS AUTHORITY

100 N. Barranca 626 967-3147
West Covina 91791 FAX 626 915-1143

Delegate: Councilmember Badar
Alternate: Mayor Pro Tem Ebner
Meeting Date: Last Friday of the month; 8:00 a.m.
Location: same

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

1000 S. Fremont Unit 42
Alhambra, CA 91803
Email: sgv@sgvcog.org

Office: 626 457-1800
Fax: 626 457-1285

Delegate: Councilmember Bertone
Alternate: Councilmember Templeman
Meeting Date: 3rd Thursday of the month; 5:30 p.m. Dinner 6 p.m. meeting
Location: CTA Center/Southern California
6090 N. Irwindale Ave.
Irwindale 91702

SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

1145 N. Azusa Canyon Rd
West Covina 91790

626 814-9466
FAX 626 337-5686

Delegate: Councilmember Templeman
Alternate:
Meeting Date: 2nd Friday of the month; 7:00 a.m.
Location: same

CITY OF SAN DIMAS-BONITA UNIFIED SCHOOL DISTRICT
AD HOC COMMITTEE

Council Rep: Councilmember Templeman and Mayor Pro Tem Ebiner
Meeting Date: as scheduled, generally every 3 months
Location: alternating District Office and City Hall

METRO GOLD LINE FOOTHILL EXTENSION – JPA*

240 W. Huntington Drive
Arcadia, CA 91066

626 471-9050

Council Rep: Councilmember Denis Bertone
Alternate:
Meeting Date: 2nd & 4th Wednesday of the month, 7:00 p.m.
Location: same as above

RIVERS MOUNTAINS CONSERVANCY

100 N. Old San Gabriel Canyon Road
Azusa 91702

626 815-1019

Council Rep: Councilmember Denis Bertone
Alternate:
Meeting Date: 3rd Monday of the month, 3:00 p.m.
Location: various locations

CITY COMMISSIONS

DEVELOPMENT PLAN REVIEW BOARD

Council Rep: Mayor Morris & Councilmember Badar
Meeting Date: 2nd & 4th Thursday of each month; 8:30 a.m.

EQUESTRIAN COMMISSION

Council Rep: Councilmember Templeman
Meeting Date: 1st Tuesday every other month 6:00 p.m.

GOLF COURSE ADVISORY COMMITTEE

Council Reps: Mayor Morris & Councilmember Badar
Meeting Date: Quarterly; 7:30 a.m.
Location: San Dimas Canyon Golf Course-Clubhouse

PARKS & RECREATION COMMISSION

Council Rep: Mayor Pro Tem Ebiner
Meeting Date: 3rd Tuesday every other month (odd months) 6:00 p.m.
Location: City Hall

PUBLIC SAFETY COMMISSION

Council Rep: Mayor Morris & Councilmember Badar
Meeting Date: 3rd Tuesday of the month 5:30 p.m.
Location: City Hall

SENIOR CITIZENS COMMISSION

Council Rep: Councilmember Bertone
Meeting Date: 1st Thursday every other month (odd months) 6:00 p.m.
Location: Sr. Citizens Community Center

RESOLUTION NO. 2015-19

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN DIMAS, CALIFORNIA, APPROVING
CERTAIN DEMANDS FOR THE MONTH MARCH 2015**

WHEREAS, the following listed demands have been audited by the Director of Finance;
and

WHEREAS, the Director of Finance has certified as to the availability of funds for
payment thereto; and

WHEREAS, the register of audited demands have been submitted to the City Council for
approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas
does hereby approve Warrant Register 3/30/15 (150801-150955) (Void check's 150645-
150648); Prepays (150649-150800) in the amount of \$808,801.62.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF March 2015.

Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

Debra Black, Deputy City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City
Council of the City of San Dimas at its regular meeting of March 24th, 2015 by the following
vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Debra Black, Deputy City Clerk

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT

PO#

CLAIM INVOICE

AMOUNT

DESCRIPTION

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
150801	03/30/15	ALBERTSON'S	10488 REFRESHMENT INTERV.PAN	16.75		011638		N D 001.4190.033.000
150802	03/30/15	AMERICAN BUSINESS MA	10716 HP 4250 PRINTER REPAI	138.72		60283		N D 001.4190.020.002
150803	03/30/15	AMERINATIONAL COMM.	12314 DEFERRED W/MONITOR FEB	25.80		15-00396		N D 001.214.020
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	10.50		1401050015		N D 001.4311.029.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	10.50		1401055487		N D 001.4311.029.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 TOWELS	4.80		1401060048		N D 001.4342.031.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	52.70		1401060048		N D 001.4341.029.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	32.70		1401060053		N D 001.4415.029.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 TOWELS	4.80		1401065597		N D 001.4342.031.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	52.70		1401065597		N D 001.4341.029.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	32.70		1401065598		N D 001.4341.029.000
150804	03/30/15	AMERIIPRIDE UNIFORM	10505 UNIFORMS	252.10		1401065560		N D 001.4410.029.000
			*CHECK TOTAL					
150805	03/30/15	ARAMARK REFRESHMENT	10288 COFFEE SUPPLIES	185.27		1293289		N D 001.4190.033.000
150806	03/30/15	ARCHITERRA DESIGN GR	11914 DESIGN DEVELOPMENT	2,418.00		19428		N D 020.4410.557.000
150806	03/30/15	ARCHITERRA DESIGN GR	11914 CITY PLAN CHECK SVS	2,988.00		19447		N D 110.211.848
			*CHECK TOTAL					
150807	03/30/15	AVILA/AURELIO	.00009 REFUND CITE #47874	98.00				N D 001.322.001
150808	03/30/15	BAKER COMMODITIES, I	10439 3201-TRAP SERV.CALL I	250.00		18962003018405		N D 001.4411.020.000
150809	03/30/15	BASAL/ROY	10725 REFEREE PYMT 3/7,3/14	100.00				M D 001.4420.020.000
150810	03/30/15	BAUTISTA/CHRISTOPHER	.00012 REFUND CUSTOMER W/DREW	80.00				N D 001.367.010
150811	03/30/15	BAY ALARM COMPANY	10629 REPLACE PANEL BATTERY	127.70		2669411		N D 001.4430.015.000
150812	03/30/15	BENOIT CONSTRUCTION	10971 REHAB 307 DRIFTON	6,875.00				M D 040.4112.820.821
150812	03/30/15	BENOIT CONSTRUCTION	10971 225 W. NOBIA ST.	14,375.00		1415-403		M D 040.4112.820.821
			*CHECK TOTAL					
150813	03/30/15	BERGQUIST-DEVOE/CARL	12441 INSTR.PIANO MARCH	476.00				M D 001.4420.020.000
150814	03/30/15	BIRCH COMMUNICATIONS	10474 6955627 3/8-4/7/15	591.77		17845805		N D 001.4190.020.034
150814	03/30/15	BIRCH COMMUNICATIONS	10474 7231783 3/8-4/7/15	868.67		17855805		N D 001.4190.020.034
			*CHECK TOTAL					
150815	03/30/15	BORBA/DOMINIQUE	10217 REIMB.CPRS CONF.2015	71.47				N D 001.4420.021.000
150816	03/30/15	BOYS & GIRLS CLUB	11215 GRAFFITTI RMV FEB 15	515.00		2702		N D 001.4341.020.003
150817	03/30/15	BRATT/DAVID	10671 JOINT MTG W/COUNCIL 1/	50.00				M D 001.4309.021.001
150817	03/30/15	BRATT/DAVID	10671 JOINT MTG 2/5,2/19	150.00				M D 001.4309.021.001
			*CHECK TOTAL					

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

CLAIM INVOICE

PO#

F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
150818 03/30/15	BRICKLEY ENVIRONMENT	545 RABORN ST.	750.00	14515AA		N D 040.4112.820.821
150819 03/30/15	BRUNS/THERESA	REIMB.CPRS CONF.3/1	1,000.22			N D 001.4420.021.000
150820 03/30/15	BUSINESS CARD	STUDY SESSION MEAL 2/	113.36			D 001.4110.021.000
150820 03/30/15	BUSINESS CARD	CREDIT 2/24 WRONG CHR	20.44			D 001.4110.021.000
150820 03/30/15	BUSINESS CARD	HOTEL/CPRS CONF.3/10	496.80			D 001.4420.021.000
150820 03/30/15	BUSINESS CARD	GAME DAY 6/24 ANGELS	3,914.00			D 001.4420.034.002
150820 03/30/15	BUSINESS CARD	SHOOT N STAR COMP	2,200.00			D 110.2113.148
150820 03/30/15	BUSINESS CARD	EMPLOYMENT AD, LIFE GUAR	75.00			D 001.4150.010.000
150820 03/30/15	BUSINESS CARD	DTC400 YMCKO, CARTRIDGE	98.00			D 001.4150.030.001
150820 03/30/15	BUSINESS CARD	XEROX 8560 INK STICK	59.99			D 001.4190.030.001
150820 03/30/15	BUSINESS CARD	XEROX 8560 INK STICK	70.84			D 001.4190.030.001
150820 03/30/15	BUSINESS CARD	XEROX 8560 INK STICK	52.39			D 001.4190.030.001
150820 03/30/15	BUSINESS CARD	MARTIN YALE DUTY FO	1,142.00			D 070.4314.041.003
150820 03/30/15	BUSINESS CARD	REGISTR. IMPROVE SAFETY	1,150.00			D 001.4309.021.000
150820 03/30/15	BUSINESS CARD	ALRFALR APA CONF.4/7	230.70			D 001.4309.021.000
150820 03/30/15	BUSINESS CARD	REGISTR. APA CONF.4/7	230.00			D 001.4309.021.000
150820 03/30/15	BUSINESS CARD	MATERIAL/COMPUTER LAB	69.90			D 001.4412.033.000
150820 03/30/15	BUSINESS CARD	DESK NAMEPLATE NEW EMP	17.43			D 001.4412.033.000
150820 03/30/15	BUSINESS CARD	HP BLK TONER CARTRIDGE	429.86			D 001.4150.030.001
*CHECK TOTAL						
150821 03/30/15	CASTILLO'S MOBILE TR	MOBILE WASH 7 UNITS	225.00	1593		M D 001.4342.020.001
150822 03/30/15	CDW GOVERNMENT	APC REPLACE BATTERY	306.29	ST46684		N D 001.4190.030.001
150823 03/30/15	CHARTER OAK MOBILE H	RESCHKE RENT MAR SP#1	267.00			N D 034.341.034
150824 03/30/15	CHICOBAG COMPANY	CHICOBAGS FINAL PYMT	969.39	69132		N D 001.4341.024.010
150825 03/30/15	CLARK/JASON B	REFEREE PYMT 3/7,3/14	80.00			N D 001.4420.020.000
150826 03/30/15	COELHO/BECKY	INSTR.PILATES MARCH	843.20			M D 001.4420.020.000
150827 03/30/15	COLBERT ENVIRONMENTA	NPDES SUPPORT SERVI	1,590.00	SND-02-15		M D 001.4341.024.020
150828 03/30/15	COLLEY AUTO CARS INC	RPR, SVS, LABOR UNIT#45	45.91	71755		N D 001.4342.020.001
150829 03/30/15	COMMUNICATIONS CENTE	RADAR/LIDAR CERTIFICATE	75.00	95182		N D 001.4210.015.000
150830 03/30/15	COMMUNITY SENIOR SER	GETABOUT TIX#75889-75	600.00	GATIX215		N D 072.214.172
150830 03/30/15	COMMUNITY SENIOR SER	GETABOUT TIX#75889-75	400.00	GATIX215		N D 072.214.172
*CHECK TOTAL						
150831 03/30/15	COMPETITION ROOFING	804 BRISTOL ROAD	7,500.00	1415-404		M D 040.4112.820.821
150832 03/30/15	CORODATA	RECORD STORAGE	146.27	RS4146848		N D 001.4190.019.000
150833 03/30/15	COSTCO WHOLESALE	STUDENT UNION PARTY	27.37	3/16/2015		N D 001.4420.033.000

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
BANK OF AMERICA							
150834	03/30/15	COUNTY SANITATION DI	10771		DB22-838701490		N D 034.4802.022.007
150835	03/30/15	CRAFCO, INC.	10978		00426823		N D 001.4341.033.000
150836	03/30/15	CT WEST	10781		1564		N D 007.4345.020.002
150837	03/30/15	CUEVAS/SANDRA	10990				M D 001.4420.020.000
150838	03/30/15	CUNNINGHAM/KRISTINA	.00010				N D 001.367.001
150839	03/30/15	D.H. MAINTENANCE SER	11950		17435		N D 003.4410.023.001
150839	03/30/15	D.H. MAINTENANCE SER	11950		17435		N D 001.4410.023.000
150839	03/30/15	D.H. MAINTENANCE SER	11950		17435		N D 001.4411.023.000
150839	03/30/15	D.H. MAINTENANCE SER	11950		17435		N D 001.4412.023.000
150839	03/30/15	D.H. MAINTENANCE SER	11950		17435		N D 001.4430.023.000
*CHECK TOTAL							
150840	03/30/15	D&J FOOTHILL ELECTRI	10782		5623		N D 008.4414.033.000
150841	03/30/15	DAILY BULLETIN	11961		0000216267		N D 001.4120.010.000
150842	03/30/15	DAPEER, ROSENBLIT & L	11960		9740		N D 001.4170.020.001
150843	03/30/15	DAVIS/JOHN	11847				M D 001.4309.021.001
150843	03/30/15	DAVIS/JOHN	11847				M D 001.4309.021.001
*CHECK TOTAL							
150844	03/30/15	DEPARTMENT OF JUSTIC	10155		086890		N D 001.4150.020.000
150845	03/30/15	DRUMONDE/VOORHEIS	.00005				N D 001.332.001
150846	03/30/15	ED'S AUTO PARTS	12188		120874		M D 001.4342.011.000
150846	03/30/15	ED'S AUTO PARTS	12188		125800		M D 001.4342.011.000
*CHECK TOTAL							
150847	03/30/15	ENSBERG/STEPHEN	11299				M D 001.4309.021.001
150847	03/30/15	ENSBERG/STEPHEN	11299				M D 001.4309.021.001
*CHECK TOTAL							
150848	03/30/15	EWING IRRIGATION PRO	12340		9293239		N D 008.4415.033.000
150848	03/30/15	EWING IRRIGATION PRO	12340		9293240		N D 001.4414.020.006
150848	03/30/15	EWING IRRIGATION PRO	12340		9316517		N D 008.4415.033.000
*CHECK TOTAL							
150849	03/30/15	EXCEPTIONAL CHOICE L	10838		1015		N D 001.4310.020.006
150850	03/30/15	EXCITING WINDOWS! BY	10717				M D 001.4411.033.000
150851	03/30/15	FALCON SIGNS	10432		#55RNSA		M D 001.4309.033.001
150851	03/30/15	FALCON SIGNS	10432		#55RNSA		M D 001.4309.033.001
*CHECK TOTAL							

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	198.42	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	147.51	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	82.47	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	125.77	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	309.69	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	360.26	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	74.88	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	517.13	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	658.16	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	235.82	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	418.24	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	577.22	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	457.22	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	595.80	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	274.40	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	137.27	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	318.13	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	232.22	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	369.11	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	369.83	008	008		004
15088662	03/30/15	GOLDEN STATE WATER	STATE WATER	13,984.83	008	008		004
150863	03/30/15	GOLDEN STATE WATER	STATE WATER	7,669.28	053	053		004
150864	03/30/15	GOLDSWORTHY/MARIT	STATE WATER	13.27	001	001		009
150865	03/30/15	GONZALEZ/EDUARDO	STATE WATER	40.00	001	001		000
150866	03/30/15	GRAINGER	STATE WATER	107.30	001	001		000
150866	03/30/15	GRAINGER	STATE WATER	441.04	001	001		000
150866	03/30/15	GRAINGER	STATE WATER	448.28	001	001		000

*CHECK TOTAL

968849285
9879887014
9682961165
*CHECK TOTAL

WARRANT DATE VENDOR
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F 9 S ACCOUNT

CLAIM INVOICE

PO#

AMOUNT

DESCRIPTION

DESCRIPTION

AMOUNT

CLAIM INVOICE

PO#

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
150867	03/30/15	HI-SHEEN	13144 MAR JANITORIAL SERVIC	476.50				343		M D 001.4342.020.003
150868	03/30/15	HOFFMAN SOUTHWEST CO	11454 SERVICE@301 S: WALNUT	850.00				1E259382-88		N D 012.4841.813.003
150868	03/30/15	HOFFMAN SOUTHWEST CO	11454 SERVICE@301 S: WALNUT	1,375.00				1E259382-88		N D 001.4342.020.003
								*CHECK TOTAL		
150869	03/30/15	HOLLIDAY ROCK COMPAN	13195 FOB SHEET MIX	90.45				718446		N D 001.4341.033.000
150870	03/30/15	HOSE-MAN INC	10192 8G2/8FJ/10FJ,7092-753	226.56				2292567-0001-0		N D 001.4342.011.002
150871	03/30/15	IMS	13571 SVS,PARTS,LABOR	212.14				39986		M D 003.4410.015.000
150872	03/30/15	INFOTOX INC	10557 225 W. NUBIA ST.	375.00				15060		N D 040.4112.820.821
150872	03/30/15	INFOTOX INC	10557 144 N. NUBIA ST.	322.50				15061		N D 040.4112.820.821
								*CHECK TOTAL		
150873	03/30/15	INLAND EMPIRE	13575 GRAYWHALE WATCH 3/4	1,230.00				44468		N D 001.4420.034.002
150873	03/30/15	INLAND EMPIRE	13575 GRAYWHALE WATCH 3/4	2,116.75				44468		N D 072.4125.434.000
								*CHECK TOTAL		
150874	03/30/15	INLAND OFFICE	10441 OFFICE SUPPLIES	172.45				863784		N D 001.4190.030.000
150874	03/30/15	INLAND OFFICE	10441 OFFICE SUPPLIES	415.75				863784		N D 001.4190.030.000
150874	03/30/15	INLAND OFFICE	10441 OFFICE SUPPLIES	576.61				863784		N D 001.4190.030.000
								*CHECK TOTAL		
150875	03/30/15	INLAND VALLEY HUMANE	13250 HUMANE SOCIETY APR 10,	746.83						N D 001.4210.413.000
150876	03/30/15	IRONMAN PARTS & SERV	10375 REPAIRS TO SW1 & SW2	280.00				344969		N D 001.4342.020.001
150876	03/30/15	IRONMAN PARTS & SERV	10375 REPAIRS TO SW1 & SW2	165.00				344969		N D 001.4342.020.001
150876	03/30/15	IRONMAN PARTS & SERV	10375 CREDIT/IRONMAN SVS	82.50				378491		N D 001.4342.020.001
150876	03/30/15	IRONMAN PARTS & SERV	10375 CREDIT/IRONMAN SVS	140.00				378491		N D 001.4342.020.001
								*CHECK TOTAL		
150877	03/30/15	JMG SECURITY SYSTEMS	10821 MONITORING 4/1-6/30/1	258.30				49760		N D 001.4342.020.003
150878	03/30/15	JOHNNY ALLEN TENNIS	11772 INSTR.TENNIS MARCH	1,017.96						M D 001.4420.020.000
150879	03/30/15	JOHNSON/BARBARA	12574 SR.BOUTIQUE SALES	71.10						M D 001.4420.013.009
150880	03/30/15	KNOX/JAMES	11014 GIS CONSULTING SERVIC	888.00				8		M D 006.4310.020.003
150881	03/30/15	L.A. CO. DEPT OF PUB	14297 LABOR & EQUIPMENT	709.61				PW-15030505932		N D 006.4310.020.002
150882	03/30/15	L.A. COUNTY SHERIFF	14307 FEB CONTRACT SERVIC	359.90				15319NH		N D 001.4210.020.016
150882	03/30/15	L.A. COUNTY SHERIFF	14307 FEB CONTRACT SERVIC	359.90				15319NH		N D 001.4210.020.016
150882	03/30/15	L.A. COUNTY SHERIFF	14307 FEB CONTRACT SERVIC	473.08				15319NH		N D 001.4210.020.016
150882	03/30/15	L.A. COUNTY SHERIFF	14307 FEB CONTRACT SERVIC	473.08				15319NH		N D 001.4210.020.016
150882	03/30/15	L.A. COUNTY SHERIFF	14307 FEB CONTRACT SERVIC	707.28				15319NH		N D 001.4210.020.016
150882	03/30/15	L.A. COUNTY SHERIFF	14307 FEB CONTRACT SERVIC	707.28				15319NH		N D 001.4210.020.016
150882	03/30/15	L.A. COUNTY SHERIFF	14307 5% LIABILITY INSUR	21,505.39				15319NH		N D 001.4210.020.016

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DESCRIPTION AMOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT
150882	03/30/15 L.A. COUNTY SHERIFF'	14307 STAR DEPUTY SVS FEB 468,962.27	268.52
150883	03/30/15 LAND DESIGN CONSULTA	10830 CONSULT SERVICES J 40,565.00	1501039
150884	03/30/15 LAWRENCE ROLL-UP DOO	10436 PREVENTATIVE MAINT.MA 356.00	1518536
150885	03/30/15 LEAD TECH ENVIRONMEN	12447 408 W. FOURTH ST. 185.00	9166
150885	03/30/15 LEAD TECH ENVIRONMEN	12447 144 W.NUBIA ST. 185.00	9202
150886	03/30/15 LEPE/MAURO	14068 FEB LANDSCAPE SERVICES 65.00	
150887	03/30/15 LI/HONG	.00006 REFUND/DIFF.FAMILY PA 120.00	
150888	03/30/15 LOS ANGELES NEWSPAPE	11087 CLASSIFIED ADVERTISIN 619.70	0000214025
150889	03/30/15 LOS ANGELES SUPERIOR	15370 MARCH CITATIONS 4,661.20	740A
150889	03/30/15 LOS ANGELES SUPERIOR	15370 MARCH CITATIONS 5,826.50	740A
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 TREE WELL RPR GROVE ST 21.84	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 ELECTRICAL PART GOLF C 32.94	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 POLY MORTAR BLASTER 46.34	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 CREDIT INV#2513 3/7/1 237.13	CR
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 IPT BANDS 39.81	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 SAND FOR WALKER HOUSE 37.81	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 SOFTBALL WALKER 65.28	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 QUIKFOR CIVIC CENTER 29.23	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 BANNERS 320.69	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 CB BLUE BOX 174.55	
150890	03/30/15 LOWE'S HOME IMPROVEM	10479 TOOLS FOR SINK RPR 297.41	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB EQUES SYCAMORE 2,519.27	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB MEDANS & GROUNDS 7,912.63	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB SPOKWAYS & DOWNT 2,995.67	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB MISC LANDS CAPE AR 3,970.89	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB PLANTER AREAS 367.48	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB TRASH TIC-UP PARK 332.23	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB HORSE & RIDE CYN 2,316.27	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 FEB BUS TRASH CANS 210.00	
150891	03/30/15 MARIPOSA LANDSCAPE S	121088 EXTRA WORK FEB@SIRAT 28,890.24	
150892	03/30/15 MARTINEZ/DANIEL	.00013 REFUND DEPOSIT 3/14 406.25	

PO# F 9 S ACCOUNT

CLAIM INVOICE	INVOICE	PO#	AMOUNT
*CHECK TOTAL	153311JJ		268.52
*CHECK TOTAL	1501039		1501039
*CHECK TOTAL	1518536		1518536
*CHECK TOTAL	9166		9166
*CHECK TOTAL	9202		9202
			65.00
			120.00
			619.70
*CHECK TOTAL	740A		4,661.20
*CHECK TOTAL	740A		5,826.50
			21.84
			32.94
			46.34
			237.13
			39.81
			37.81
			65.28
			29.23
			320.69
			174.55
			297.41
			2,519.27
			7,912.63
			2,995.67
			3,970.89
			367.48
			332.23
			2,316.27
			210.00
			28,890.24
			406.25

PO# F 9 S ACCOUNT

CLAIM INVOICE	INVOICE	PO#	AMOUNT
*CHECK TOTAL	153311JJ		268.52
*CHECK TOTAL	1501039		1501039
*CHECK TOTAL	1518536		1518536
*CHECK TOTAL	9166		9166
*CHECK TOTAL	9202		9202
			65.00
			120.00
			619.70
*CHECK TOTAL	740A		4,661.20
*CHECK TOTAL	740A		5,826.50
			21.84
			32.94
			46.34
			237.13
			39.81
			37.81
			65.28
			29.23
			320.69
			174.55
			297.41
			2,519.27
			7,912.63
			2,995.67
			3,970.89
			367.48
			332.23
			2,316.27
			210.00
			28,890.24
			406.25

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150893	03/30/15	MC LAY SERVICES INC	14580	PREVENTIVE MAINT.FEB	105.00	INV	6500				N D	053.4410.023.000
150894	03/30/15	MILLER/BEVERLY	10361	SR.BOUTIQUE SALES	13.50						M D	001.4420.013.009
150895	03/30/15	NEW TURTLE ISLAND	10904	408 W. FOURTH ST	1,050.00	1041					M D	040.4112.819.000
150895	03/30/15	NEW TURTLE ISLAND	10904	620 N. BALTON AVE	1,050.00	1042					M D	040.4112.819.000
150895	03/30/15	NEW TURTLE ISLAND	10904	144 NUBIA ST	1,050.00	1043					M D	040.4112.819.000
150895	03/30/15	NEW TURTLE ISLAND	10904	225 W. NUBIA ST	1,050.00	1044					M D	040.4112.819.000
150895	03/30/15	NEW TURTLE ISLAND	10904	307 S. DRIFTON AVE	1,050.00	1045					M D	040.4112.819.000
150895	03/30/15	NEW TURTLE ISLAND	10904	1186 ST. GEORGE ST	6,300.00	1046					M D	040.4112.819.000
						*CHECK	TOTAL					
150896	03/30/15	NORMAN/EYLOE	10510	SR.BOUTIQUE SALES	27.00						M D	001.4420.013.009
150897	03/30/15	ONTARIO REFRIGERATIO	14880	MAR/15 MAINT.SERVIC	2,660.00	ONT14721M					N D	001.4411.015.000
150898	03/30/15	P. H. ROOFING	10660	545 E. RABORN ST.	7,900.00	600-C1					N D	040.4112.820.821
150899	03/30/15	PAPA	10315	J.ROBERTSON SEMINAR 5/	80.00	92184					N D	001.4414.021.000
150900	03/30/15	PAPERDIRECT, INC.	10576	FUNDAMENTAL MERLOT	395.87	3515879700015					N D	001.4309.033.000
150901	03/30/15	PARS	11050	PARS ARS	400.00	31022					N D	001.4190.200.003
150902	03/30/15	PAVECO CONSTRUCTION	11815	LABOR MATERIAL, EQUI	1,849.65	SD-15002					N D	002.4841.559.005
150902	03/30/15	PAVECO CONSTRUCTION	11815	LABOR MATERIAL, EQUI	1,844.04	SD-15003					N D	001.4341.033.000
150902	03/30/15	PAVECO CONSTRUCTION	11815	LABOR MATERIAL, EQUI	4,691.47	SD-15003					N D	002.4841.559.005
					8,385.16	*CHECK	TOTAL					
150903	03/30/15	PERS PUBLIC AGENCY C	10845	PERS ANN.MEMBER APR-M	500.00	5938					N D	001.4190.016.000
150904	03/30/15	PHOENIX GROUP INFORM	12381	ADMIN. CITATIONS	10.34	0120151188					N D	001.4309.020.000
150904	03/30/15	PHOENIX GROUP INFORM	12381	REGULAR CITATIONS	828.34	0120151188					N D	001.4210.411.000
					838.68	*CHECK	TOTAL					
150905	03/30/15	POMONA WHOLESale ELE	15389	SYL QTP-4X32T8/UNV	75.74	S2165975-001					N D	001.4411.023.000
150906	03/30/15	PRINT CONNECTION	12288	FLYER:FAMILY FESTIVAL	457.26	12061					M D	001.4420.018.000
150907	03/30/15	Q PRESS	11124	THE FRONTIER SPRING 8	426.61	2015032					M D	001.4190.010.004
150907	03/30/15	Q PRESS	11124	THE FRONTIER SPRING 2	683.00	2015032					M D	072.4120.016.000
150907	03/30/15	Q PRESS	11124	POSTAGE FRONTIER 2015	1,846.78	2015033					M D	001.4190.010.004
150907	03/30/15	Q PRESS	11124	POSTAGE FRONTIER 2015	11,105.39	2015033					M D	072.4120.016.000
						*CHECK	TOTAL					
150908	03/30/15	QUINTANAR/ELIZABETH	11540	MILEAGE REIMB FEB/15	19.04						N D	001.4150.012.000
150909	03/30/15	R & R PLUMBING SERVI	11048	620 N. BALTON	7,215.00	419					N D	040.4112.820.821
150910	03/30/15	RADIANT WATER INC	15682	SOFT WATER MARCH 2015	39.00						N D	001.4430.019.000

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WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#
150911	03/30/15 RAHI/M. YUNUS	JOINT MTG W/COUNCIL 1/	50.00			
150911	03/30/15 RAHI/M. YUNUS	JOINT MTG 2/5, 2/19	150.00			
150912	03/30/15 REIMER/KATYA	INSTR.SUNSHINE GEN.MA	315.00	*CHECK	TOTAL	
150913	03/30/15 RESERVE ACCOUNT	POSTAGE BY PH.MARCH 1,	500.00			
150914	03/30/15 RIGHT OF WAY INC	TRAFFIC CONTROL SIGNS	467.87		16754	
150914	03/30/15 RIGHT OF WAY INC	TRUCK MOUNT ARROW	10,000.00		16854	
150914	03/30/15 RIGHT OF WAY INC	TRUCK MOUNT ARROW B	3,854.40		16854	
150915	03/30/15 RKA CONSULTING GROUP	JAN GOLD LINE/SAN D	4356.25		23294	
150915	03/30/15 RKA CONSULTING GROUP	JAN BLDG PLAN CHECK	2,352.00		23295	
150915	03/30/15 RKA CONSULTING GROUP	JAN CITY ENGINEER S	1,470.00		23296	
150915	03/30/15 RKA CONSULTING GROUP	JAN ENGINEER SERVIC	2,388.75		23297	
150915	03/30/15 RKA CONSULTING GROUP	JAN DEV SVS PLAN CH	1,537.00		23298	
150915	03/30/15 RKA CONSULTING GROUP	JAN 15 NPDES/SUSMP	2,262.00		23299	
150915	03/30/15 RKA CONSULTING GROUP	JAN GRADING PLAN CH	4,225.00		23300	
150915	03/30/15 RKA CONSULTING GROUP	HORSETHIEF CYN PROJECT	55.00		23304	
150916	03/30/15 ROBLEDO/TASHA	REFUND CUSTOMER W/DREW	50.00	*CHECK	TOTAL	
150917	03/30/15 RODRIGUEZ/ERICA	REIMB.CPRS CONF.3/10-	589.92			
150918	03/30/15 RODRIGUEZ/ERICA	PETTY CASH REQ.FAMILY	700.00			
150919	03/30/15 RUIZ/NICOLAS	REFEREE PYMT 3/7,3/14	140.00			
150920	03/30/15 RUSH/CHRISTOPHER	REFUND CITATION#48345	45.00			
150921	03/30/15 SAN DIMAS CHAMBER OF	PROMOTIONAL SVS MAR	3,750.00			
150922	03/30/15 SAN DIMAS HARDWARE	SOCK SPRAY HOOD	8.18		32501	67858
150922	03/30/15 SAN DIMAS HARDWARE	WONDER BAR	18.94		32501	67931
150922	03/30/15 SAN DIMAS HARDWARE	SINGLE CUT KEY	13.05		32501	67933
150922	03/30/15 SAN DIMAS HARDWARE	SPRAY SIMPLE GREEN, GLA	21.48		32501	67935
150922	03/30/15 SAN DIMAS HARDWARE	ALUMIN PIN	17.91		32501	67966
150922	03/30/15 SAN DIMAS HARDWARE	START FLUID, EXT SPR	113.103		32501	67965
150922	03/30/15 SAN DIMAS HARDWARE	BOLTS & NUTS	11.55		32501	68095
150922	03/30/15 SAN DIMAS HARDWARE	COTTER PIN CHAIN	12.58		32501	68248
150922	03/30/15 SAN DIMAS HARDWARE	LYSOL SPY HEXE HEADHOSS	133.81		32501	68300
150922	03/30/15 SAN DIMAS HARDWARE	KEY CUT	14.81		32501	68300
150922	03/30/15 SAN DIMAS HARDWARE	FOAM ROLL CVRS, WAX, SEA	139.05		32501	68300
150922	03/30/15 SAN DIMAS HARDWARE	BIRDSEED PLASTIC PAIL	37.63		32501	68300
150922	03/30/15 SAN DIMAS HARDWARE	PAINT, CLEANER SCRUB	25.93		32501	68300
150922	03/30/15 SAN DIMAS HARDWARE	PAINT, SANDPAPER	10.93		32501	68300

WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

PO# F 9 S ACCOUNT

CLAIM INVOICE

150923	03/30/15	AN DIMAS	HARDWARE	I	160116	NUT SETTERS, LAGS, WASHE	14.07	3252211	679787	D	0011	4414	033	000
150924	03/30/15	AN DIMAS	HARDWARE	I	160116	WHEEL BUFF, DESCALER	48.14	3252211	679787	D	0011	4414	033	000
150925	03/30/15	AN DIMAS	HARDWARE	I	160116	LIMBWAY SCREWS	25.76	3252211	680025	D	0011	4414	033	000
150926	03/30/15	AN DIMAS	HARDWARE	I	160116	K-T LATH SEALS	4.53	3252211	680025	D	0011	4414	033	000
150927	03/30/15	AN DIMAS	HARDWARE	I	160116	OT GLAZE SEAL LACQUER	310.34	3252211	681184	D	0011	4414	033	000
150928	03/30/15	AN DIMAS	HARDWARE	I	160116	SIMPLY GRINT	12.39	3252211	681184	D	0011	4414	033	000
150929	03/30/15	AN DIMAS	HARDWARE	I	160116	SPRAY PAINT	110.79	3252211	682256	D	0011	4414	033	000
150930	03/30/15	AN DIMAS	HARDWARE	I	160116	SPRAY PAINT	112.64	3252211	682256	D	0011	4414	033	000
150931	03/30/15	AN DIMAS	HARDWARE	I	160116	BOLT REEL	12.89	3252211	682256	D	0011	4414	033	000
150932	03/30/15	AN DIMAS	HARDWARE	I	160116	LUBE H RNDT	119.65	3252211	682256	D	0011	4414	033	000
150933	03/30/15	AN DIMAS	HARDWARE	I	160116	FILE H RNDT	112.88	3252211	682256	D	0011	4414	033	000
150934	03/30/15	AN DIMAS	HARDWARE	I	160116	K-LAM CAULK	14.63	3252211	682256	D	0011	4414	033	000
150935	03/30/15	AN DIMAS	HARDWARE	I	160116	FOAM PAPE	73.85	3252211	682256	D	0011	4414	033	000
150936	03/30/15	AN DIMAS	HARDWARE	I	160116	SANDPAP	22.12	3252211	682256	D	0011	4414	033	000
150937	03/30/15	AN DIMAS	HARDWARE	I	160116	WRENCH CUT, KEY, BITS	119.68	3252211	682256	D	0011	4414	033	000
150938	03/30/15	AN DIMAS	HARDWARE	I	160116	SINGLE CUTOFF DIAMOND B	20.62	3252211	682256	D	0011	4414	033	000
150939	03/30/15	AN DIMAS	HARDWARE	I	160116	BLEASE SILLICONE HPR	46.61	3252211	682256	D	0011	4414	033	000
150940	03/30/15	AN DIMAS	HARDWARE	I	160116	FUNNEL SILL SCRAPER	14.42	3252211	682256	D	0011	4414	033	000
150941	03/30/15	AN DIMAS	HARDWARE	I	160116	FOAM BRUSH, CASTER, SCRE	14.42	3252211	682256	D	0011	4414	033	000
150942	03/30/15	AN DIMAS	HARDWARE	I	160116	BATTERPONG FINE	34.23	3252211	682256	D	0011	4414	033	000
150943	03/30/15	AN DIMAS	HARDWARE	I	160116	SANDS COVER, PAILS	80.43	3252211	682256	D	0011	4414	033	000
150944	03/30/15	AN DIMAS	HARDWARE	I	160116	ROLLR DROPCLOTHS	214.43	3252211	682256	D	0011	4414	033	000
150945	03/30/15	AN DIMAS	HARDWARE	I	160116	WALL PLATE, TAPE RLLR, C	110.47	3252211	682256	D	0011	4414	033	000
150946	03/30/15	AN DIMAS	HARDWARE	I	160116	BRUSH C&K, TAPE RLLR, PAIL	5.67	3252211	682256	D	0011	4414	033	000
150947	03/30/15	AN DIMAS	HARDWARE	I	160116	PAINT TRAY, LINERS	34.70	3252211	682256	D	0011	4414	033	000
150948	03/30/15	AN DIMAS	HARDWARE	I	160116	ROLLER COVERS	176.26	3252211	682256	D	0011	4414	033	000
150949	03/30/15	AN DIMAS	HARDWARE	I	160116	OPTIMUS SCRATCH STANLE	1,176.26	3252211	682256	D	0011	4414	033	000
150950	03/30/15	AN DIMAS	HARDWARE	I	160116	BROOM, BRUSH, SOCKET	1,176.26	3252211	682256	D	0011	4414	033	000
150923	03/30/15	SAN GABRIEL VALLEY	Y	I	17435	INTERVALE SR.SVS MAR	520.00			N	001	4420	013	003
150924	03/30/15	SCHOONOVER/JAMES		I	16116	JOINT MTG W/COUNCIL 1/	50.00			M	001	4309	021	001
150925	03/30/15	SCHWEITZER/DORA		I	11360	JOINT MTG 2/5, 2/19	150.00			M	001	4309	021	001
150926	03/30/15	SMART &&	FINAL	I	16292	INSTR. TINY TOTS FEB 1, 742.40				M	001	4420	020	000
150927	03/30/15	SMART &&	FINAL	I	16292	ARBOR DAY EVENT SUPPLI	94.58			N	001	4415	033	000
150928	03/30/15	SMART &&	FINAL	I	16292	HAPPY HR, TRIPS, DINNERS	86.38			N	001	4420	043	000
150929	03/30/15	SMART &&	FINAL	I	16292	HAPPY HR, TRIPS, DINNERS	203.35			N	001	4420	043	000
150930	03/30/15	SMART &&	FINAL	I	16292	ST. PATRICKS DAY PARTY	42.37			N	001	4420	043	000
150931	03/30/15	SMART &&	FINAL	I	16292	SNACKS	51.10			N	001	4420	043	000
150932	03/30/15	SMART &&	FINAL	I	16292	REFRESHMENTS & SNACKS	184.14			N	001	4420	043	000
150933	03/30/15	SMART &&	FINAL	I	16292	STUDENT UNION SNACK B	212.76			N	001	4420	043	000
150934	03/30/15	SMART &&	FINAL	I	16292	STUDENT UNION SNACK B	212.76			N	001	4420	043	000

*CHECK TOTAL

*CHECK TOTAL

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WARRANT DATE VENDOR
BANK OF AMERICA

Disbursement Journal

F 9 S ACCOUNT

CLAIM INVOICE

PO#

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
150927	03/30/15	SOROPTIMIST OF SAN D	300.00				N D 001.341.002
150928	03/30/15	SOUTHEAST CONSTR PRO	110.85	952381-1			N D 008.4415.033.000
150929	03/30/15	SOUTHERN CALLIE	581.18				D 003.4419.022.001
150929	03/30/15	SOUTHERN CALLIE	21.44				D 007.4340.865.001
150929	03/30/15	SOUTHERN CALLIE	21.39				D 034.4802.865.512
150929	03/30/15	SOUTHERN CALLIE	119.92				D 034.4802.865.512
150929	03/30/15	SOUTHERN CALLIE	115.54				D 034.4802.865.512
150929	03/30/15	SOUTHERN CALLIE	113.57				D 034.4802.865.512
150929	03/30/15	SOUTHERN CALLIE	116.55				D 034.4802.865.512
150929	03/30/15	SOUTHERN CALLIE	142.27				D 034.4802.865.512
150929	03/30/15	SOUTHERN CALLIE	34.16				D 007.4414.022.001
150929	03/30/15	SOUTHERN CALLIE	81.32				D 008.4414.022.001
150929	03/30/15	SOUTHERN CALLIE	42,387.03				D 027.4801.561.001
150929	03/30/15	SOUTHERN CALLIE	63.87				D 007.4341.022.001
150929	03/30/15	SOUTHERN CALLIE	217.40				D 007.4341.022.001
150929	03/30/15	SOUTHERN CALLIE	161.19				D 007.4341.022.001
150929	03/30/15	SOUTHERN CALLIE	105.16				D 007.4341.022.001
150929	03/30/15	SOUTHERN CALLIE	26.75				D 001.4415.022.001
150929	03/30/15	SOUTHERN CALLIE	58.72				D 001.4415.022.001
			44,824.89	*CHECK TOTAL			
150930	03/30/15	STEVENS/LARRY	550.00		4/29-5/2/15		N D 001.4308.021.000
150931	03/30/15	THOMPSON PLUMBING SU	103.81	420739			N D 001.4430.023.000
150932	03/30/15	TIME WARNER CABLE	72.11				N D 001.4190.020.034
150933	03/30/15	TOMARK SPORTS INC	274.63	96737186			N D 008.4414.033.000
150934	03/30/15	TRL SYSTEMS, INC	337.50	352609			N D 003.4410.015.000
150935	03/30/15	UNDERGROUND SERVICE	129.00	120150630			N D 001.4310.016.000
150935	03/30/15	UNDERGROUND SERVICE	117.00	220150627			N D 001.4310.016.000
			246.00	*CHECK TOTAL			
150936	03/30/15	UNITED ROTARY BRUSH	114.05	283916			N D 001.4342.011.002
150937	03/30/15	UNIVERSAL PROTECTION	72.00	1403665			N D 110.213.148
150938	03/30/15	VALLEY TROPHY	840.94	20520			M D 001.4420.034.003
150938	03/30/15	VALLEY TROPHY	78.48	20521			M D 001.4420.034.003
			919.42	*CHECK TOTAL			

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		BANK OF AMERICA						
150939	03/30/15	VERIZON	10469 1127771672 INTERNET	54.99				N D 001.4190.020.034
150940	03/30/15	VERIZON CALIFORNIA	17164 909 197-3010	54.21				N D 008.4414.022.003
150940	03/30/15	VERIZON CALIFORNIA	17164 909 592-0732	104.85				N D 001.4411.022.003
				159.06		*CHECK TOTAL		
150941	03/30/15	VILLA/ALEX	.00008 REFUND DEPOSIT 3/14/1	500.00				N D 001.341.002
150942	03/30/15	WALCZAK/BEVERLY	17178 INSTR.KARATE MARCH	696.54				M D 001.4420.020.000
150943	03/30/15	WALCZAK/JEROME	17180 INSTR.KARATE MARCH	696.54				M D 001.4420.020.000
150944	03/30/15	WALTERS WHOLESAL	10860 LUT H3PT817GU210 T8 1	228.90		2301632-01		N D 001.4411.023.000
150945	03/30/15	WARD/LATOYIA	12039 REIMB.CPRS CONF.2015	79.96				N D 001.4420.021.000
150946	03/30/15	WATANABE/SUSIE	10736 SR.BOUTIQUE SALES	13.95				M D 001.4420.013.009
150947	03/30/15	WATERLINE TECHNOLOGI	10242 HYPOCHLORTIE SOLUTION	545.30		5297454		N D 001.4430.033.000
150948	03/30/15	WEAVER/JAMES M	11803 REPAIR HOLES & CRACK	500.00		106		M D 008.4414.033.000
150949	03/30/15	WEST COAST ARBORISTS	12070 CITYWIDE PW JAN 2015	804.00		103641		N D 008.4415.020.008
150949	03/30/15	WEST COAST ARBORISTS	12070 14-15 TREE MAINTENA	6,169.85		103945		N D 008.4415.020.008
				6,973.85		*CHECK TOTAL		
150950	03/30/15	WESTERN ENVIRONMENTA	10319 CLEAN WASH RACK PIT	400.00		20176		N D 001.4341.028.000
150951	03/30/15	WILLIAMS GONZALES/SH	.00002 REFUND CITATION#46996	45.00				N D 001.332.001
150952	03/30/15	WKE INC	19574 FOOTHILL BRIDGE WID	2,306.23		24		N D 012.4841.662.000
150952	03/30/15	WKE INC	10574 FOOTHILL BRIDGE WID	1,778.55		25		N D 012.4841.662.000
				4,084.78		*CHECK TOTAL		
150953	03/30/15	XEROX CORPORATION	17425 6204CP COPIER W/OUT SV	38.00		078074421		N D 001.4190.015.000
150953	03/30/15	XEROX CORPORATION	17425 WC7428P PRINTER	119.32		078074421		N D 001.4190.015.000
				157.32		*CHECK TOTAL		
150954	03/30/15	YALE-CHASE EQUIPMENT	10182 GENERAL RPR,INSPECT,E	248.00		PSV237507		N D 001.4342.020.001
150955	03/30/15	ZAILO/ROBERT W	12267 INSTR.TAI CHI MARCH	118.32				M D 001.4420.020.000
		BANK OF AMERICA	TOTAL	808,801.62				

ACS FINANCIAL SYSTEM
03/19/2015 07:23:30
WARRANT DATE VENDOR
REPORT TOTALS:

Disbursement Journal
DESCRIPTION AMOUNT
808,801.62

CITY OF SAN DIMAS
GL540R-V07.27 PAGE 13
F 9 S ACCOUNT
PO# CLAIM INVOICE

RECORDS PRINTED - 000405

FUND RECAP:
 FUND DESCRIPTION -----
 001 GENERAL FUND
 002 STATE GAS TAX
 003 WALKER HOUSE LLC FUND
 006 SEWER EXPANSION
 007 CITY WIDE LIGHTING DISTRICT
 008 LANDSCAPE PARCEL TAX
 012 INFRASTRUCTURE REPLACEMENT
 020 COMMUNITY PARK DEVELOPMENT
 027 CIVIC CENTER PARKING DIST
 034 HOUSING AUTHORITY 2-1-12
 040 COMMUNITY DEV BLOCK GRANT
 053 GOLF COURSE MAINT & OPERATIO
 070 EQUIPMENT REPLACEMENT
 072 PEOP A LOCAL TRANSPORTATION
 110 TRUST AND AGENCY
 TOTAL ALL FUNDS

DISBURSEMENTS
 631,691.34
 6,541.12
 1,777.61
 1,597.89
 43,318.78
 34,934.78
 5,050.12
 387.03
 1,591.89
 45,107.50
 8,667.77
 14,996.40
 3,483.83
 4,708.40
 808,801.62

BANK RECAP:
 BANK NAME -----
 CHEK BANK OF AMERICA
 TOTAL ALL BANKS

DISBURSEMENTS
 808,801.62
 808,801.62



MINUTES
SPECIAL CITY COUNCIL MEETING
TUESDAY, FEBRUARY 24, 2015 5:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
CONFERENCE ROOM
245 E. BONITA AVENUE

PRESENT:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

City Manager Blaine Michaelis
Assistant City Manager Ken Duran
City Attorney Mark Steres
Assistant City Manager for Community Development Larry Stevens
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns
Finance Manager Barbara Bishop

1. CALL TO ORDER

Mayor Morris called the Special City Council Meeting to order at 5:00 p.m.

2. ORAL COMMUNICATIONS

- a. Members of the Audience

None.

3. STUDY SESSION – Mid-Year 2014-15 Budget Review and FY 2015-16 Budget Preparation

City Manager Michaelis reported that the Study Session will consist of a mid-year budget report and discussion of objectives for the 2015-16 budget preparation.

Assistant City Manager Duran provided an overview of his mid-year budget report staff report. In response to a question he explained that the Lighting District is a recipient of residual tax increment from the redevelopment dissolution. He also explained the source of funding and formula for the Gas Tax.

Mr. Duran explained from his staff report that there are two items that staff is recommending consideration for budget adjustments for the current fiscal year. He stated that the first is an increase to the budget for the Accela Automation software project. He explained that as staff has been fine tuning the scope of work of the implementation, data migration and training, the overall cost of the project is \$495,000 which would require an adjust in the adopted budget from \$300,000 to \$500,000.

Building and Safety Superintendent explained that the software is really software that is customized to the City's specific needs and operations. In response to a question he also gave examples of other cities that utilize this software. He also explained the notation abilities for permits, projects and cases.

Mr. Michaelis offered that the additional budget allocation can come from additional permit fees that to date have already exceeded budget projections.

Councilmember Bertone made to a motion to amend the budget to increase the budget for the Accela Automation project to \$500,000. The motion was seconded by Mayor Pro Tem Ebner and passed unanimously.

Mr. Duran reported that the second adjustment is for the concept plans for the downtown boardwalk project. The request is to increase the budget from \$25,000 to \$37,000 to cover engineering analysis for grade differences. Councilmember Bertone made a motion to increase the budget to \$37,000. The motion was seconded by Councilmember Templeman and passed unanimously.

Mr. Michaelis explained that architect is working on the concept plan and some of the factors that need to be considered in the implementation of the project including awning encroachments and façade issues, phasing and minimizing impacts to businesses especially during holiday shopping season. In response to a question he responded that we may consider a façade or other improvement program for business owners.

Mr. Duran provided a summary of mid-year position reclassifications as outlined in his staff report. He recommended that the Council amend the Pay Plan and Reimbursement Schedule for City Employees to add classifications and pay ranges for Administrative Services Manager –Range 89, Accounting Supervisor – Range 71 and IT Administrator – Range 73.

Councilmember Templeman asked if there was a need for additional planning staff because of the complexities of in-fill projects. Mr. Michaelis responded that the recommendation tonight is to address immediate needs for reorganizations due to current vacancies and any consideration for future needs would be evaluated as part of the budget process.

Mayor Pro Tem Ebner made a motion to approve staff's recommendation for amending the Pay Plan to add the new classifications. The motion was seconded by Councilmember Bertone and passed unanimously.

Parks and Recreation Director Bruns provided an update on the status of parks and facilities capital improvement projects in the current fiscal year.

Public Works Director Patel provided an update on the status of public works capital improvement projects for the current fiscal year.

Mr. Michaelis reported that some of the Administration items being looked at in next year's budget are increased PERS costs, increase in Sheriff's contract rates, costs for pending retirement compensable leave and staff succession planning. Mayor Morris also commented on the increases in the Liability Trust Fund.

Councilmember Templeman commented that he has heard that crime prevention staff at the Sheriff's station would like a new van and volunteer on patrol car. Captain Harris responded that he will evaluate the needs.

Mr. Duran reported that there are no new significant projects being considered for the Administrative Services Department.

Ms. Bruns reported that for next year Parks and Recreation will continue with existing projects such as Marchant Park renovation Via Verde Park playground equipment. She added that they also may be looking at Loma Vista Park playground equipment upgrades.

Councilmember Bertone commented that there is a need for a third section to the dog park so it doesn't have to be completely closed during renovations. Mayor Pro Tem Ebner added that he has heard that some people would like more benches at the dog park and possibly lighting.

Mayor Morris commented that he hears that there are still people who would like the walking path at Via Verde Park lit. Ms. Bruns responded with the issues with lighting the park such as the intensity of the lighting to make it safe and that parks close at dusk.

Ms. Bruns also added that next year they will be designing improvements to Via Verde Ave medians to coincide with the future street improvements. She also mentioned that staff has submitted a grant proposal with HCD that if awarded would pay for playground equipment upgrades at Pioneer Park. She also reported that staff is completing an assessment for a significant remodel of the Swim and Racquet Club and that there may be grant funds available.

Mr. Patel reported that next year will primarily be completing the existing projects and designing for super projects in the coming years. In response to a question he responded that Cienega Ave. is on the list for improvements.

Mr. Stevens reported that there are no significant planning projects proposed other than the Accela Automation project. He reported that the CDBG programs will remain the same.

4. ADJOURNMENT

The Study Session adjourned at 6:40 p.m.



MINUTES
REGULAR CITY COUNCIL
SUCCESSOR AGENCY MEETING
TUESDAY, FEBRUARY 24, 2015, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBER
245 E. BONITA AVENUE

NOTE: Students in Government Day participants will be present at the City Council meeting and sit with their counterparts.

CITY COUNCIL:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebiner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

1. CALL TO ORDER FLAG SALUTE

Mayor Morris called the meeting to order at 7:03 p.m. and led the flag salute.

2. INTRODUCTION OF SAN DIMAS HIGH SCHOOL STUDENTS IN GOVERNMENT DAY PARTICIPANTS

- David Vargas – Acting City Attorney
- Nicholas Baudino – Councilmember
- Alicia Esteban – Director of Public Works
- Sienna Machado – Librarian
- Jeremy Boyle – Engineer
- Shawheen Ghalamba – Sheriff's Department
- Jocelyn Alvarez – Sheriff's Department

3. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time and ask to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

- 1) **Gil Gonzales** – encouraged the students to register to vote and be a part of the voting process
- 2) **Dr. Marvin Ersher** – explained to the students the concept of the power of the people
- 3) **Raymond Foster** – Rotary and Masonic Lodge update on events

4. CONSENT CALENDAR

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

MOTION: It was moved by Councilmember Ebner and seconded by Councilmember Bertone, and carried to accept, approve and act upon the consent calendar as follows:

Resolutions read by title, further reading waived, passage and adoption recommended as follows:

- a. **RESOLUTION NO. 2015-08**, A Resolution of the City Council of the City of San Dimas approving certain demands for the month of February, 2015.
- b. Approval of minutes for the Special Meeting of January 10, 2015 and regular City Council meeting of February 10, 2015.
- c. Commencing Proceedings for Annual Levy of Assessments for Open Space Maintenance Districts
 - 1) **RESOLUTION NO. 2015-09**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Boulevard Open Space Maintenance District (TR 32818).
 - 2) **RESOLUTION NO. 2015-10**, A Resolution of the City Council of the City of San Dimas authorizing the City Engineer to proceed with the preparation of annual reports for the annual Levy of Assessments for the Northwoods Open Space Maintenance District (TR 32841)
- d. Remove and Add New Signatures to Various City Financial Accounts
 - 1) **RESOLUTION NO. 2015-11**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, state of California, for the City of San Dimas agreement with Bank of America/Merrill Lynch for certification of the individual authorized signer for the purpose of deposit account & treasury management services, and to designate authorized signers on the City of San Dimas accounts
 - 2) **RESOLUTION NO. 2015-12**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas agreement with US Bank for the purpose of deposit account & treasury management services, and to designate authorized signers on the City of San Dimas accounts
 - 3) **RESOLUTION NO. 2015-13**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas amendment with **F & A Federal Credit Union** to designate authorized signers on the City of San Dimas accounts
 - 4) **RESOLUTION NO. 2015-14**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, declaring its intent to participate in the Local Agency Investment Fund, Office of the Treasurer, State of California and Amended Named Officials Authorized for the Purpose of Investment of Funds
 - 5) **RESOLUTION NO. 2015-15**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas agreement with **CalTrust** for the purpose of investment of idle funds and to designate authorized signers on the City of San Dimas accounts
 - 6) **RESOLUTION NO. 2015-16**, A Resolution of the City Council of the City of San Dimas, County of Los Angeles, State of California, for the City of San Dimas agreement with Time Value Investments for the purpose of investment of idle funds and to designate authorized signers on the City of San Dimas accounts

- e. “Renewal of the General Services Agreement with the County of Los Angeles July 1, 2015 – June 30, 2020”

END OF CONSENT CALENDAR

5. OTHER MATTERS

- a. Request for Compensation Increase and Approve a New Agreement for Code Enforcement Services – Dapeer, Rosenblit & Litvak, LLP

City Manager Blaine Michaelis presented staff’s report with recommendation to authorize the City Manager to sign agreement effective March 1, 2015.

MOTION: A motion was made by Councilmember Bertone and seconded by Councilmember Ebner to authorize the City Manager to sign agreement with Dapeer, Rosenblit & Litvak, LLP. The motion carried by vote of four to one (**4-1**), with Councilmember Templeman voting against.

Councilmember Templeman shared that he thought there was discussion at a retreat that staff would take the approach of using the City Attorney’s office for the city’s code enforcement cases.

City Manager Michaelis explained that when the Request for Proposals for City Attorney were turned in there were some that included services for Code Enforcement Services and the rates were the same as what is proposed. He added that one reason for having the code enforcement function separate from the City Attorney is that in some cases there may be additional legal work involved. He asked Ken Dapeer provide some further input on this.

Ken Dapeer with Dapeer, Rosenblit & Litvak, LLP shared that they work with staff to enforce the code and if the resident had to come to council to get compliance, it could become difficult if the attorney that is advising staff how to prosecute and enforce is also the same attorney or firm that is advising council on how to give a fair and impartial hearing. Their firm feels it is a better approach to have the enforcement separate.

Council and Mr. Dapeer continued discussions on staffing and handling of the residents.

- b. Approve Contract with Film LA for Filming Permit Services

City Manager Michaelis presented staff’s report on this item recommending approval for the City Manager to sign the agreement with FilmLA and instruct staff to work with FilmLA to complete listing of services.

Representatives of FilmLA ran a PowerPoint presentation for council.

MOTION: A motion was made by Councilmember Ebner and seconded by Councilmember Badar to authorize the City Manager to sign agreement with FilmLA and complete listing services. The motion passed by vote of five to one (**5-1**).

7. ORAL COMMUNICATIONS (Speakers are limited to five (5) minutes or as may be determined by the Chair.)

- a. Members of the Audience

- 1) **Casey Higgins** shared that District Attorney’s Office does have a unit that handles code enforcement Cases and acknowledge the good work of FilmLA.

- 2) **Ryan Vienna** addressed the students on getting involved in civics. He also stated that he is still waiting on a response to his request for documents regarding the annexation at Village Walk and Grove Station.
- 3) **Dr. Ersher** spoke on how to evaluate a candidate for City Council
 - b. City Manager

Blaine asked Assistant City Manager Ken Duran to give a brief recap of the Budget Study Session Meeting.

Ken Duran reported the city's expenditures and revenues are on budget and staff did not anticipate any significant adjustments. A status was given on some capital improvement projects, park development projects and street capital projects. Staff continues putting together department budgets to be presented at a preliminary budget study session on May 12, 2105.

- c. City Attorney

Nothing to report.

- d. Members of the City Council

- 1) Councilmembers' report on meetings attended at the expense of the local agency

Nothing to report.

- 2) Individual Members' comments and updates

Councilmember Ebiner thanked the students for participating in Students in Government Day.

Councilmember Badar reported on the success of the Rotary's event, and announced his participation at the upcoming Relay for Life event.

8. ADJOURNMENT

The meeting adjourned at 8:08 p.m.

Respectfully submitted,

Debra Black, Deputy City Clerk



MINUTES
REGULAR CITY COUNCIL /
SUCCESSOR AGENCY MEETING
TUESDAY, MARCH 10, 2015, 7:00 P. M.
SAN DIMAS COUNCIL CHAMBERS
245 E. BONITA AVENUE

CITY COUNCIL:

Mayor Curtis W. Morris
Mayor Pro Tem John Ebner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

1. CALL TO ORDER FLAG SALUTE

Mayor Morris called the meeting to order at 7:00 p.m. and led the flag salute,

2. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time and ask to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

- 1) ASB President San Dimas High School activities announcements.
- 2) Nora Chen San Dimas Librarian activities announcements.
- 3) Margie Green San Dimas Chamber of Commerce activities announcements
- 4) Dr. Ersher resident shared comments regarding the city election.
- 5) Casey Higgins resident asked for some background on items on Warrant Register Resolution 2015-17.
- 6) Robert Miloski Masonic Lodge activities announcement.

3. CONSENT CALENDAR

(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

MOTION: A motion was made by Councilmember Bertone and seconded by Councilmember Badar to remove items 3a and 3b for discussion.

Councilmember Ebner asked if there was background for the items on the warrant register and for Director of Public Works Krishna Patel to give background on Cash Contract 2014-04.

Assistant City Manager Ken Duran explained that what is seen in the Warrant Register is a line item; staff has the detailed backup information on record.

Mayor Morris added that the backup for the demands are placed in the city council office for councilmembers to review prior to every meeting.

Director of Public Works Krishna Patel and City Attorney Mark Steres gave an explanation for the dispute brought by a contractor who did not submit a bid on Cash Contract 2014-04.

MOTION: A motion to approve the consent calendar was made by Councilmember Ebiner and seconded by Councilmember Bertone. The motion passed by vote of five to zero. **(5-0)**

Resolutions read by title, further reading waived, passage and adoption recommended as follows:

- a. **RESOLUTION NO. 2015-17, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING CERTAIN DEMANDS FOR THE MONTHS OF FEBRUARY AND MARCH 2015.**
- b. Award Cash Contract 2014-04 to Champion Paving Inc. in the amount of \$250,953.48
Approve additional Reserve Funds of ten percent (\$25,095) for the Seal Coat Project

END OF CONSENT CALENDAR

4. OTHER MATTERS

- a. Request for Study Session –Walbern Development

Assistant City Manager Larry Stevens presented staff's report on this request and asked council for direction. Staff has some uncertainty that all of council's concerns were adequately addressed and if council had the same concerns, asked that council direct the applicant to work with staff before setting a date for the study session. If council feels the material submitted is adequate the applicant requests a date of March 24, 2015 for study session.

After discussing lot sizes, access and setback design with staff council denied the request for a study session and directed staff to work with the applicant on those issues.

MOTION: A motion was made by Councilmember Bertone and seconded by Councilmember Ebiner to deny the request for study session and have staff work with the applicant on addressing the areas of concern. The motion carried by vote of five to one. **(5-1)**

5. SUCCESSOR AGENCY

- a. Authorize the signature of a letter to State Officials regarding proposed Redevelopment Dissolution Cleanup Legislation

City Manager Blaine Michaelis gave a brief explanation of the purpose and need for the letter and asked Assistant City Manager Ken Duran to explain what the Department of Finance's objective is with the legislation.

Mr. Duran explained that staff's concern is the disposition of the city's loans. The three elements of concerns are the Department's definition of city loans make it more difficult for the city to have its loans enforceable obligations, current language defining calculation of the interest, language regarding recouping litigation costs.

MOTION: A motion was made by Mayor Morris and seconded by Councilmember Templeman to send a letter to regarding the cleanup legislation.

6. ORAL COMMUNICATIONS (Speakers are limited to five (5) minutes or as may be determined by the Chair.)

a. Members of the Audience

- 1) Dr. Ersher resident – expressed his concern on the study session process.
- 2) Stan Stringfellow developer – expressed his uncertainty on what analysis council was still looking for.
- 3) Tyler Fishcella resident – suggested a tool to use when submitting development application.
- 4) Ryan Vienna resident – ask council to keep in mind a sound wall when discussing Gold Line Project
- 5) Casey Higgins resident – asked about class action lawsuits regarding the Redevelopment issue.
- 6) Margie Green San Dimas Chamber of Commerce announcements.

b. City Manager

Announcement of the Mayor Call in Show

Select a date and time for the Spring City Council/Staff Retreat and special meeting regarding the Gold Line Phase 2B Project

Recommendations:

- Monday March 30 or April 13 5:00 – 9:00 p.m.
- Wednesday April 29 or May 6 5:00 – 8:00 p.m.
- Selected date for Spring Retreat - Monday March 30, 2015, 5:00 p.m. – 9:00 p.m.
- Selected date for Gold Line Meeting - April 14, 2015, 5:00 p.m. – 9:00 p.m.

c. City Attorney

Nothing to report

d. Members of the City Council

- 1) Councilmembers' report on meetings attended at the expense of the local agency.

Nothing to report

- 2) Individual Members' comments and updates.

7. ADJOURNMENT

The meeting recessed at 8:45 p.m. to closed session. The next City Council meeting will be held on Tuesday, March 24, 2015, 7:00 p.m.

**8. CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Recess to closed session pursuant to Government code Section 54956.8)**

Property: Assessor Parcel Number 8665-001-005

Negotiating Parties:

For City: Blaine Michaelis, City Manager; Larry Stevens, Assistant City Manager for Community Development; and Mark Steres, City Attorney

For Seller: NJD Limited; Agent: Travis W. Gillmore, Phelps-Tointon, Inc.

Under Negotiation: Potential property acquisition and the conditions under which the transaction would take place

Closed session adjourned at 9:20 p.m. with no reportable action.

Respectfully submitted,

Debra Black, Deputy City Clerk



Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
*For the meeting of **March 24, 2015***

From: Krishna Patel, Public Works Director 

Subject: **Approval to enter into a Cooperative Agreement with County of Los Angeles County Department of Public Works - Foothill Blvd at San Dimas Canyon Road Traffic Signal Modification Project**

- i. **Proposed City of San Dimas and County of Los Angeles Cooperative Agreement**
- ii. **Authorize the Public Works Director to execute said agreement**

BACKGROUND

The intersection of Foothill Blvd and San Dimas Canyon Road is a unique intersection in configuration as well as it is jurisdictionally shared by both the City of San Dimas (75%) and County of Los Angeles (25%). This intersection is unlike normal 90 degree intersections, where this intersection's geometry is skewed for north/south bound traffic, resulting in crosswalks longer than normal. San Dimas Canyon Road descends slightly from north to south across intersection crossing.

In light of its uniqueness, the City received several requests from both San Dimas and La Verne residents, and Allen Avenue Elementary school and PTA parents to install a north and south bound left turn phasing signal. This intersection had been previously reviewed by both the City and LA County for installation of a left turn signal, but unfortunately had not met the signal warrants. In 2010, the Traffic Safety Committee recommended of the addition of signage (to enhance the intersection) and to pursue signal phasing when funding became available. The City under a joint application with LA County applied for various funding via grant proposals which were fruitless; including an unsuccessful cooperative application with the County in October 2012 for a Safe Route To School grant.

In 2013, San Dimas residents again requested that the Traffic Safety Committee review and consider installing a left turn signal on San Dimas Canyon Road at Foothill Blvd intersection due to apparent line of sight issues for north/south bound San Dimas Canyon Road. This intersection while it still has not met any warrants or requirements continues to make the residents feel uneasy, even after the installation of the enhancements at this intersection.

DISCUSSION

In pursuing the Traffic Safety Committee's recommendations to seek funding for the addition of left turn signal phasing and the City's lack of success in finding (grant) funds, in the fall of 2013, both the City and County staff opened up dialogue on the feasibility of a cooperative project to upgrade the traffic signal,

along with other appurtenant work including signing, striping and pavement markings. In Fiscal year 2014-15 funds were budgeted in anticipation of a detailed cooperative agreement being worked out with LA County regarding this jurisdictionally shared project.

Attached is the cooperative agreement which provides for (a) the County to perform the preliminary engineering and final design (estimated cost of \$15,000) which is underway, (b) the City to administer the construction contract for the project, and (c) the City and County to finance their respective jurisdiction shares of the project cost. The total project cost is estimated to be \$241,000 with the City's share estimated to be \$181,000.

This agreement has been reviewed and approved by the City's Attorney. Additionally, Staff is requesting Council's approval to authorize the Public Works Director to execute said agreement.

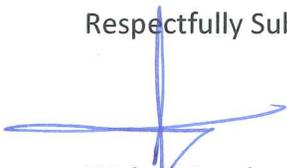
The County is also requesting that the City review the subsequent environmental impact of the proposed cooperative project with the County to upgrade the traffic signal. In accordance with CEQA Categorical Exemption per Section 15301(c), Staff recommends that City Council find that the cooperative Traffic Signal project will not result in a direct or reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION

Staff requests the City Council approve the following by minute resolution:

1. Proposed Cooperative Agreement between the City of San Dimas and County of Los Angeles County for the Traffic Signal modification at Foothill Blvd at San Dimas Canyon Road
2. Accordingly and pursuant to CEQA Categorical Exemption per Section 15301(c), find the signal project upgrade will not result in a direct or reasonably foreseeable indirect physical change in the environment
3. Authorize the Public Works Director to execute said Agreement on behalf of the City

Respectfully Submitted,



Krishna Patel
Director of Public Works

Attachment: *Cooperative Agreement with County of Los Angeles County Department of Public Works - Foothill Blvd at San Dimas Canyon Rd Traffic Signal Modification Project*

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF SAN DIMAS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to upgrade the traffic signal at the intersection of Foothill Boulevard and San Dimas Canyon Road, which includes upgrading traffic signal poles, signal mast arms, controller and service cabinets, highway safety lighting, replacing vehicle heads, and upgrading vehicle detection system to Iteris Vantage Vector video/radar system (which work is hereinafter referred to as TRAFFIC SIGNALS); and cutting back median noses, removal of pedestrian push button posts on the east and west approaches, construction of left-turn pockets for north and south approaches, and installation of signing, striping, and pavement markings (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, the sum of COST OF TRAFFIC SIGNALS and COST OF ROADWAY IMPROVEMENTS (as defined in paragraphs 1) c., and 1) d., of this AGREEMENT) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY is willing to finance 75 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 25 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective shares of COST OF ROADWAY IMPROVEMENTS within their JURISDICTIONS as described in paragraph 4) b., below; and

WHEREAS, COUNTY is willing to perform the PRELIMINARY ENGINEERING AND FINAL DESIGN for the PROJECT; and

WHEREAS, CITY is willing to prepare project specifications and perform CONSTRUCTION ADMINISTRATION for PROJECT (hereinafter referred to as CONSTRUCTION); and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Forty-One Thousand and 00/100 Dollars (\$241,000.00) with CITY'S estimated share being One Hundred Eighty-One Thousand and 00/100 Dollars (\$181,000.00) and COUNTY'S estimated share being Sixty Thousand and 00/100 Dollars (\$60,000.00); and

WHEREAS, COUNTY is willing to contribute Highways-Through-Cities funds in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) as credit toward the CITY'S share of PRELIMINARY ENGINEERING AND FINAL DESIGN cost for the PROJECT; and

WHEREAS, CITY is willing to finance its share of Contract Cities Liability Trust Fund associated with PRELIMINARY ENGINEERING AND FINAL DESIGN work performed by COUNTY, estimated to be Six Hundred and 00/100 Dollars (\$600.00), by depositing Six Hundred and 00/100 Dollars (\$600.00) in cash funds with COUNTY; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- d. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of PRELIMINARY ENGINEERING AND FINAL DESIGN including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT (or of TRAFFIC SIGNALS or ROADWAY IMPROVEMENTS, as determined by the context in which the term is used), for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. COST OF PROJECT as referred to in this AGREEMENT shall mean the sum of COST OF TRAFFIC SIGNALS and COST OF ROADWAY IMPROVEMENTS.
- g. The COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the contractor(s) for PROJECT and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- h. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- i. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and an electronic notification to COUNTY'S Head of the Permit

Section, Mr. Sam Chinn, at (626) 458-4940 or schinn@dpw.lacounty.gov, that the improvements within COUNTY'S JURISDICTION are completed for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To review PRELIMINARY ENGINEERING AND FINAL DESIGN plans and engineer's estimate prepared by COUNTY, and prepare specifications for PROJECT.
- b. To finance CITY'S share of COST OF PROJECT, which is to finance 75 percent of COST OF TRAFFIC SIGNALS and the CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, together currently estimated to be One Hundred Eighty-One Thousand and 00/100 Dollars (\$181,000.00), the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- c. To advertise PROJECT for construction bids, to award and to administer the construction contract, perform CONSTRUCTION ADMINISTRATION, to do all things necessary and proper to complete PROJECT, to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY'S JURISDICTION as part of PROJECT, and act on behalf of the COUNTY in all negotiations pertaining thereto.
- d. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY, Six Hundred and 00/100 Dollars (\$600.00) to finance its share of Contract Cities Liability Trust Fund in accordance with the terms and conditions of the CITY-COUNTY Assumption of Liability Agreement 32077 dated November 14, 1977, the actual amount of which is to be determined by a final accounting pursuant to paragraph 4) b., below. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- e. To ensure that the construction contract for PROJECT provides COUNTY with all indemnity provisions granted to CITY. CITY shall require construction contract to name COUNTY as an insured for the PROJECT.
- f. To furnish COUNTY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial COST OF PROJECT and the actual COST OF PROJECT.
- g. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- h. To provide all change orders for PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to the COUNTY inspector/office engineer assigned to the

PROJECT. If COUNTY does not respond within ten (10) calendar days, CITY may proceed with change orders.

- i. To provide construction drawings with red marked referenced, as-built plans, to indicate any revisions to the plans during the construction phase, to COUNTY upon completion of PROJECT and final inspection and acceptance by COUNTY that the improvements within COUNTY'S JURISDICTION has been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by CITY and COUNTY.
- j. To furnish COUNTY within one hundred twenty (120) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- k. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- l. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, which is to finance 25 percent of COST OF TRAFFIC SIGNALS; and the COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, together currently estimated to be Sixty Thousand and 00/100 Dollars (\$60,000.00) the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- c. To contribute Highways-Through-Cities funds in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) as credit toward CITY'S share of PRELIMINARY ENGINEERING AND FINAL DESIGN cost for PROJECT.
- d. To accept CITY'S payment in the amount of Six Hundred and 00/100 Dollars (\$600.00) to finance the estimated CITY'S share of Contract Cities Liability Trust Fund cost for the performance of the PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT.

- e. To obtain CITY'S approval of PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT prior to transmitting the plans to CITY for the purpose of preparing specifications for PROJECT and advertising for construction bids.
- f. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY, but in no event earlier than sixty (60) calendar days prior to advertisement of PROJECT for construction bids, COUNTY funds in the amount of Fifty-Four Thousand Eight Hundred and 00/100 Dollars (\$54,800.00) which amount is the estimated cost to finance the COUNTY'S jurisdictional share of the construction cost for the PROJECT (COUNTY'S PAYMENT). Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.
- g. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S jurisdiction in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- h. To grant to CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for construction of the PROJECT at no cost to CITY to the extent not already provided by law.
- i. Upon receipt of permit application with the required documents from CITY and approval of construction plans for the PROJECT to issue CITY any necessary permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to CITY.
- j. To provide CITY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- k. To cooperate with CITY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to CITY. Utility relocation costs for COUNTY-owned utilities shall be borne by COUNTY. COUNTY will take all necessary steps to grant, transfer, or assign all of COUNTY'S prior

rights over the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.

- l. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- m. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all ROADWAY IMPROVEMENTS constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within COUNTY will be maintained by CITY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40805 between the CITY and COUNTY.
- b. The final accounting of the actual COST OF PROJECT shall allocate the COST OF TRAFFIC SIGNALS on the basis of 75 percent CITY and 25 percent COUNTY; and shall allocate COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work for ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. If at final accounting COUNTY'S jurisdictional share of CONSTRUCTION cost for PROJECT exceeds COUNTY'S PAYMENT, as set forth in paragraph 3) f., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by the CITY. Conversely, if the required COUNTY funds are less than said COUNTY'S PAYMENT, CITY shall refund the difference to COUNTY within thirty (30) calendar days of the date CITY furnished COUNTY with the final accounting.
- d. COUNTY shall review the billing invoice prepared by the CITY for COUNTY'S share of construction costs, as set forth in paragraph 4) c., above, and report in writing any discrepancies to CITY within sixty (60)

calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.

- e. During construction of the PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. The COUNTY may also furnish, at no cost to the CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. Following completion of PROJECT, for the portion of PROJECT in COUNTY'S JURISDICTION, CITY hereby assigns all of its right, title, and interest to any unlapsed portion of any warranty granted to the CITY by the construction contractor constructing PROJECT. COUNTY agrees to accept said assignment as its sole remedy against CITY in connection with defects relating to said PROJECT.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Krishna Patel
Director of Public Works
City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773-3002

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is

also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- k. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SAN DIMAS on _____, 2015, and by the COUNTY OF LOS ANGELES on _____, 2015.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Mayor, Board of Supervisors

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Deputy

CITY OF SAN DIMAS

By _____
Director of Public Works

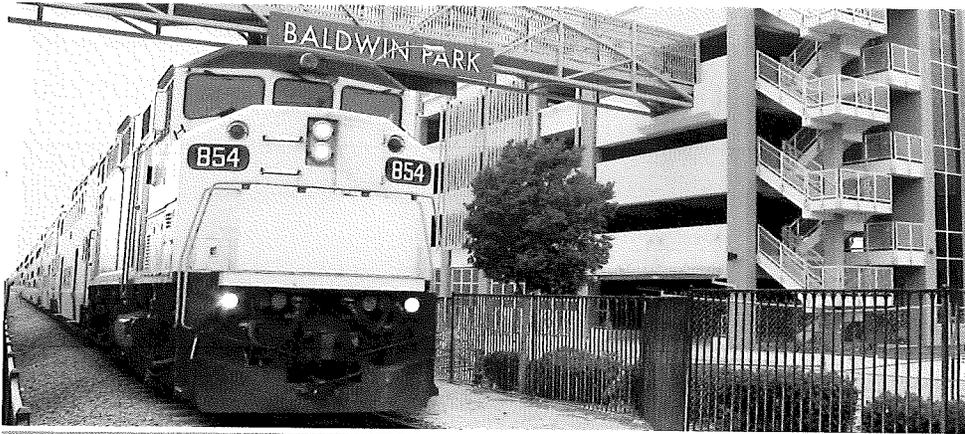
Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney



MARCH 2015

National Monument Planning Moves Forward

The U.S. Forest Service and the National Forest Foundation are beginning to plan for the new San Gabriel Mountains National Monument.

The U.S. Forest Service (U.S.F.S.) will soon begin the development of the San Gabriel Mountains National Monument Management Plan. President Obama's Presidential Proclamation designating the National Monument dictated that this plan be completed in the next 3 years. The Monument Management Plan will identify the long-term (5 to 10 year) strategic goals for the Monument. This document will be similar to the existing Angeles National Forest Land and Resource Management Plan, which was finalized in 2014.

In the next several months, the U.S.F.S. will first release the "Need for Change" document for public review, outlining the

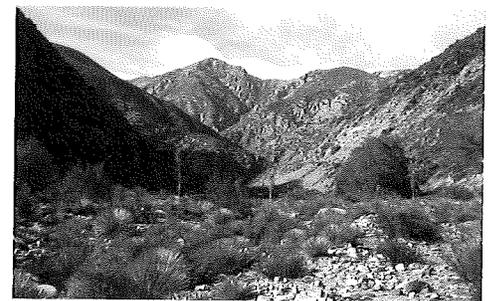
deviations between the existing Forest Plan and the requirements for the National Monument included in President Obama's Presidential Proclamation. The U.S.F.S. will also begin a significant outreach campaign to gain public input for the Monument Plan.

In addition, in March 2015, the National Forest Foundation, a non-profit that was created to work with the U.S. Forest Service to restore and enhance the nation's forests and grasslands, held the first meeting of the San Gabriel Mountains Community Collaborative. The NFF has worked to bring together a collection of individuals representing a variety of different stakeholders — including those from academic, the business community, the environmental community, the health and environmental justice community, the

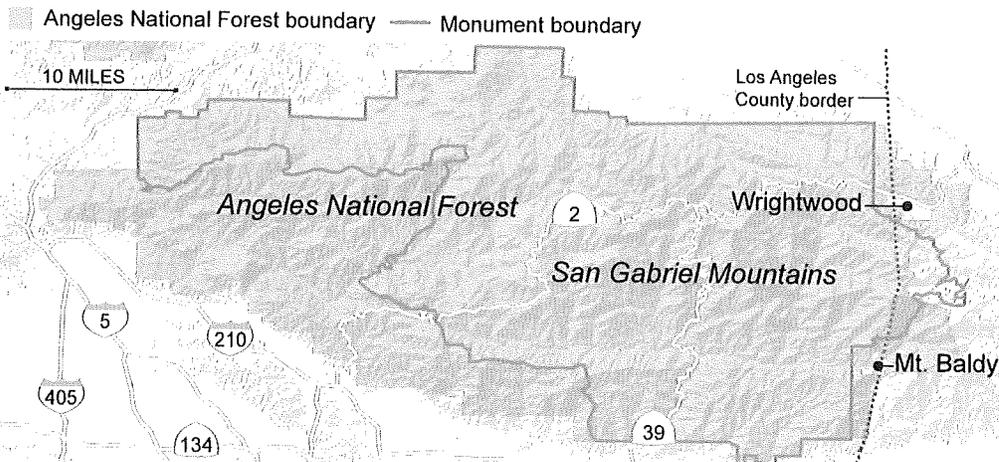
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water community, and local government — to help identify, prioritize, and advocate for investments that benefit both the San Gabriel Mountains National Monument and the Angeles National Forest. Over the next 9 months, the Community Collaborative will meet to support this mission. While the Community Collaborative is separate from the U.S.F.S.'s outreach effort, the Collaborative will be engaged in the development of the Monument Plan. The NFF has also raised more than \$2 million to fund projects in the Angeles National Forest and the San Gabriel Mountains National Monument. The organization aims to collect \$3 million over the rest of the year, to support additional services and resources in the San Gabriel Mountains and Forest.



San Gabriel Mountains National Monument boundary.

#factcheck

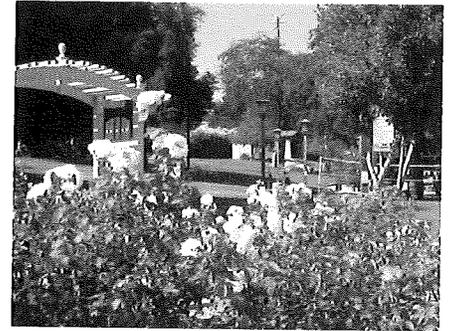
South Pasadena Park Goes Emission-Free!

On February 26, 2015, the City of South Pasadena was recognized by the American Green Zone Alliance (AGZA) for having the first park in the nation maintained one-hundred percent gas and emissions-free. Garfield Park, located at the zero-emissions park in the nation. Only battery-electric lawn equipment and hand tools are being used to maintain the Park, which is a well-used community park and home to the City's concert in the park series.

"This is a huge accomplishment for our city and our residents. Visitors to Garfield Park will reap the benefits of not having to breathe all of the pollutants spewing from gas-powered lawn equipment," stated South Pasadena City Councilmember and South Coast Air

Quality Management District (AQMD) Boardmember Michael Cacciotti.

Lawn mowers consume about 1.2 billions of gasoline annually, which is about 2% of U.S. motor gasoline consumption. Commercial mowing is the highest-intensity use and accounts for about 35% of this total. These commercial lawnmowers can consume more fuel than a typical car. By converting to an alternative fuel system — such as propane, compressed natural gas, biodiesel, or electricity — there can be significant savings. Electric mowers, which can be powered by a rechargeable battery or using a cord, not only have no tailpipe emissions; they also require little maintenance because of fewer moving parts and are relatively inexpensive to operate.



Garfield Park in South Pasadena has been recognized as the first emissions-free park in the nation.

FACT FACTS

35%

of lawn mower gasoline consumption comes from commercial mowing.



ACE Update

SGVCOG Cities Tour ACE Projects

City managers and staff from the San Gabriel Valley cities took a tour of five of the ACE Project's grade separation projects throughout the region in early March 2015. The tour began at the San Gabriel Mission, where work is currently underway on the \$336.9 million San Gabriel Trench project, which will lower 1.4 miles of railroad below-grade and construct bridges at 4 crossings for vehicles and pedestrians. This project began in 2012 and is scheduled to be completed in 2017.

The tour also included stops at several other grade separations including

- ◇ The Baldwin Avenue underpass (El Monte) — \$76.7 million four-lane roadway underpass with two-track railroad bridge that opened in early March 2015;
- ◇ The Puente Avenue underpass (Industry and unincorporated LA County) — \$97.9 million project with a roadway underpass on Puente Avenue, bridges for Valley Boulevard and the Union Pacific Railroad tracks, and a loop connector road;

- ◇ Sunset Avenue project (Industry, unincorporated Los Angeles County) — \$93.8 million project (opened in 2010) that elevated the Union Pacific Railroad tracks on a 1.6 mile concrete-walled flyover structure, with railroad bridges over Sunset and Orange Avenues;
- ◇ Nogales Street underpass (West Covina, Industry) — \$49.7 million underpass that was completed in 2005.

Since its creation in 1999, the ACE Project is has completed railroad safety improvements at 39 crossings and seven grade separation projects, with eight grade separation projects remaining. One of these remaining projects will be located in the City of Montebello, which recently requested that ACE include grade separations at Montebello Boulevard and Maple Drive and four-quad gates and safety improvements at Greenwood and Vail Avenue. The ACE Board approved this change at the March 16, 2015, and the Governing Board will now consider the project modification request at its April meeting.



Attendees at the March 4, 2015, ACE Project Tour, of five of the grade separation projects that ACE has either completed or that are under construction.

Funding Opportunity

The California Transportation Commission (CTC) expects to adopt the guidelines for the 2015 Active Transportation Program (ATP) at its meeting on March 26, 2015, with applications due on June 1, 2015.

Visit <http://www.catc.ca.gov/programs/ATP.htm> for more information.

Executive Director's Report

I am extremely honored and happy to be back with the San Gabriel Valley Council of Governments! Andrea Miller did an outstanding job administering the Renaissance of the SGVCOG with the help of phenomenal leadership of the Executive Committee and the entire Board of Directors. The work done to improve the value-added benefits to all of our 35 member agencies has been remarkable and a true testimony to what the SGVCOG is all about.

The San Gabriel Valley Council of Governments is in great shape with improved fiscal stability and an updated Strategic Plan that focuses on our common interests and challenges. Some

of our other major accomplishments this year include:

- The completion of the "Mobility Matrix," which essentially serves our transportation Capital Improvement Plan for the region, and will serve as a critical tool in moving our transportation goals forward;
- Our continued progress in achieving regional sustainability goals through our Energywise Partnership, including our collaboration with the CivicSpark program.; and
- Our national recognized success through the ACE Projects, which has reduced traffic congestion,

improved goods movement, and enhanced safety at major rail crossings throughout the Valley.

My thanks to Mark Christoffels, ACE CEO, for his guidance and assistance on the Mobility Matrix, and working with the Project Development Team consisting of staff members from several of our member cities!

Sincerely,




SGVEWP Featured Project

Middle-Income Direct Install Program Launches in the San Gabriel Valley

More San Gabriel Valley residents are now eligible for energy efficiency upgrades through the expansion of the utilities' middle-income direct install program.

Through these programs, residents whose incomes fall between 201% and 300% of the Federal Poverty Line are now eligible for a number of upgrades including

- ◇ Smart Power Strips
- ◇ Lighting Upgrades
- ◇ Weatherization
- ◇ Pool Pump Replacement
- ◇ Attic insulation
- ◇ Low-flow shower heads
- ◇ Duct sealing & testing
- ◇ High efficiency clothes washers

This program is open to both owners or renters, with the written consent of the landlord, in single-family and multi-family homes.

Both Southern California Edison (SCE) and Southern California Gas (SCG) are able to offer these programs with the

ratepayer funds collected by the California Public Utilities Commission. After the income qualification process, a contractor conducts a walk-through assessment to identify potential opportunities for energy-saving measures. After the measures have been identified, the contractor will return to install the new replacement appliances and complete the other services.

The MIDI program is an expansion of the utilities' Energy Savings Assistance Program (ESAP), which offers the same upgrades for residents whose incomes fall below 200% of the Federal Poverty Line.

This year, the SGVEWP will be conducted targeted marketing to promote these opportunities for low- and medium-income residents. The SGVEWP will not only promote these programs as a part of its free home energy assessments but will also work with cities to incorporate these utilities programs, as well as additional financing and rebate opportunities from Los Angeles County, into cities' existing home rehabilitation loan programs.

SGVEWP Status Update

These are the projects that have been completed and incentives that cities have received since the beginning of 2015:

4 projects completed

564,746 kWh saved

\$84,712 in estimated annual averted energy costs

\$80,712 in incentives for cities

Upcoming Meetings

Monday, March 23, 12:00 noon
HCED Committee
119 W. Palm Ave; Monrovia, CA

Wednesday, March 25, 3:30 p.m.
EENR Committee
600 S. Mountain Ave; Monrovia, CA

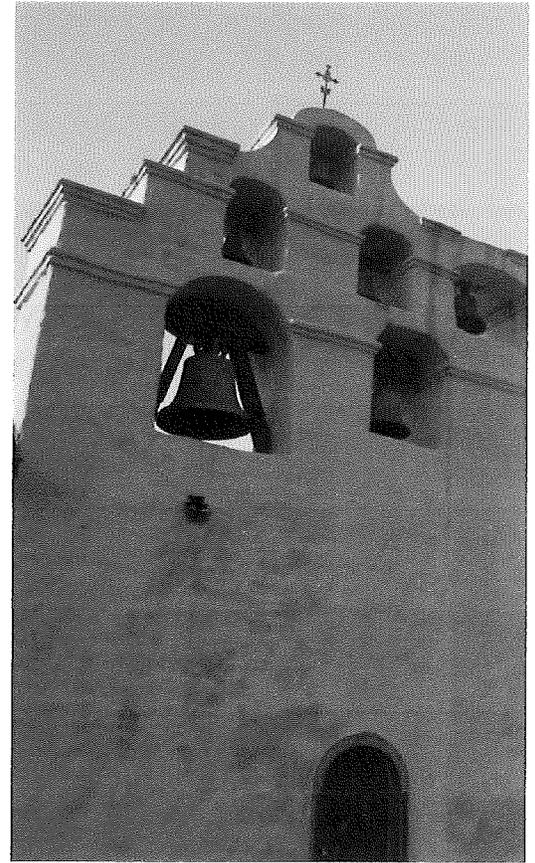
Thursday, March 26, 12:00 noon
Planners TAC
119 W. Palm Ave; Monrovia, CA

Wednesday, April 1, 12:00 noon
City Managers' Steering Committee
11333 Valley Blvd; El Monte, CA

Monday, April 6, 4:00 p.m.
Executive Committee
1000 S. Fremont Ave, Ste 10-210; Alhambra, CA

Thursday, April 9, 3:30 p.m.
Water Committee/TAC
725 N. Azusa Ave; Azusa, CA

These meetings are open to the public, and you are encouraged to attend to find out more about what's going on at the COG. Current agendas can also be found at <http://www.sgvcog.org/agendas>.



**Valley
Voice**
*The Pulse of the
San Gabriel Valley*

1000 S. Fremont Ave.
Bldg A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
sgv@sgvcog.org



Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of March 24, 2015

FROM: Blaine Michaelis, City Manager

INITIATED BY: Ken Duran, Assistant City Manager

SUBJECT: Approval of Professional Services Agreement with Accela, Inc. to provide the implementation of Accela Automation Land Management Software

SUMMARY

The FY 14-15 adopted budget included funds for the implementation of Accela Automation a new land management software. Staff and Accela Inc. staff has developed the scope of work for the implementation process. Staff recommends approval of the Services Agreement with Accela Inc. for the implementation of Accela Automation software.

BACKGROUND

A couple of years ago the City was made aware that our existing software used for issuing and tracking permits was becoming obsolete and at some point would no longer be supported by the provider. The City has also had a need for software that would better manage and track planning projects and code enforcement cases. Last year staff had identified Accela Automation software to be the preferred software to meet the city's needs.

Staff made a presentation to the City Council as a part of the budget process last year on Accela Automation. Included within the adopted budget are funds for the implementation of the software.

The Accela Automation software provides the platform; however, it customized to meet the needs of the individual client. There is a great deal of effort to customize the software, covert existing data and train staff on the new program. Staff has worked with Accela staff over the last several months to develop and refine the scope of work for the implementation of the software. The proposed

Agreement reflects the contract between the City and Accela and detailed scope of work to be performed.

ANALYSIS

The Accela Automation platform will replace the outdated building and engineering permit software and provide new tools that will integrate permits and other land management processes. Some of the advantages and features of the software are:

1. It is a single comprehensive shared system which will integrate all of the City's land use functions.
2. Web based "Cloud-computing" system is easier to maintain and configure without placing additional demands on our servers. Software updates are made automatically with no interruption of services, at no additional cost.
3. Integrates with City's GIS system and allows for more accurate and comprehensive information.
4. Customizable modules that are tailored to the City's specific workflows and procedures.
5. Customer Portal will allow customers greater access to on-line permit, plan check and project tracking. If desired by the City, it could allow for on-line permitting and scheduling.
6. Electronic Document Review will allow for submission and review of plans in electronic format creating greater efficiencies.
7. Allows for easier and streamlined permit and project review allowing multiple staff to review plans simultaneously or in pre-determined sequences.
8. Intuitive and comprehensive metric reporting functions (i.e. reports for staff, management and City Council). Easier access to tools will improve communication between various departments.
9. Allows for remote access so inspectors and code officers will have access to the system from the field.
10. Will migrate Business License to Accela Automation for easier reference and cross check for permitting and planning.
11. Integrates with City's existing document imaging to allow for all current property related data to be accessible to the system.
12. Will pull information from all integrated sources to allow for all property related history to be retrieved for any given property i.e. planning approvals, building and engineering permits, code enforcement cases, business licenses.

13. Subscription costs for the entire program are comparable to the annual maintenance cost of the existing permit software.

The above list is just some of the key benefits of the Accela Automation. In general the new system will improve customer service, provide greater efficiency to City services and allow us to better track and understand our service levels.

The implementation plan as detailed in the Statement of Work consists of the following phases over approximately 12 months:

1. Initiation (project kick-off, review goals and plan the project)
2. Analysis (analyze and design project solutions, business practices)
3. Solution Foundation (configure system and data migration)
4. Build (develop solutions and customization)
5. Readiness (test, train and prepare to go live)
6. Deploy (go live and post-production support)

The implementation will take a collaborative effort between the vendor and designated city staff, to ensure accurate implementation, organized data migration and effective customization of modules for the new system. Staff from various departments will be involved in the process.

The total cost of the services in the Agreement is \$399,840. In addition to the costs of this agreement staff anticipates an additional cost of \$95,000 for existing software upgrades and purchase of hardware related to the project.

The budgeted amount for the project is \$500,000; therefore the cost incurred with approval of the Agreement is within budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Accela Inc. for implementation of Accela Automation software in the amount of \$399,840, and to enter into a subscription maintenance agreement.

Attachments:

Service Agreement including Statement of Work

Subscription Agreement

SERVICES AGREEMENT

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <u>Parties</u> ACCELA
Accela, Inc.
2633 Camino Ramon, Suite 500
Bishop Ranch 3
San Ramon, California 94583
Attention: Contracts Administration
T: 925.659.3200
F: 925.407.2722
e-Mail: contractsadmin@accela.com</p> | <p>CUSTOMER
City of San Dimas, California
Development Services
245 East Bonita Avenue
San Dimas, California 91773
Attention: Ken Duran
T: 909.394.6214
F: 909.394.6213
e-Mail: kduran@ci.san-dimas.ca.us</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this SA to Accela no later than **March 31, 2015**, this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this SA 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 or expiration of this SA, all rights granted to Customer are cancelled and revert to Accela.

3. Professional Services Accela will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

- 3.1 Warranty Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry.
- 3.2 Customer Cooperation As required, Customer agrees to provide Accela with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for Accela to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.
- 3.3 Compensation
- 3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to Accela the amounts indicated in Exhibit A according to the billing events schedule described therein. 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. Based on the assumption that there will only need to be 10 onsite trips at an estimated \$2,000.00 per trip, the travel expense is \$20,000.00. Should

Customer require or request more onsite trips than this assumption, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips which may include reimbursement for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses, such as data communication charges at current rates. In such event, Accela must get prior written approval prior to travel and prior to incurring any travel expenses and that parties will negotiate the expense reimbursement for each on-site visit. Upon Customer request, Accela will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

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

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient

may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

- 4.4 Publicity During the term of this SA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

- 5.1 Mutual Indemnification Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold Accela and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.
- 5.2 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twenty-four (24) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.
- 5.3 Insurance Coverage Accela will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer. Accela shall provide Commercial General Liability Insurance using Insurance Service Office "Commercial General Liability" policy form GC 00 01, or the equivalent, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and naming the City of San Dimas as Additional Insured.
- 5.4 Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.5 Dispute Resolution This SA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this SA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any

court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this SA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this SA will not prevent that party from thereafter objecting to that breach or any other breach of this SA.

- 5.6 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Professional Services described hereinabove.
- 5.7 Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.
- 5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

ACCELA

By: 
(Signature)

Colin M. Samuels
(Print Name)

Its Asst. Corp. Secretary
(Title)

Dated: 19 March 2015
(Month, Day, Year)

CUSTOMER

By: _____
(Signature)

(Print Name)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

Exhibit Follows.

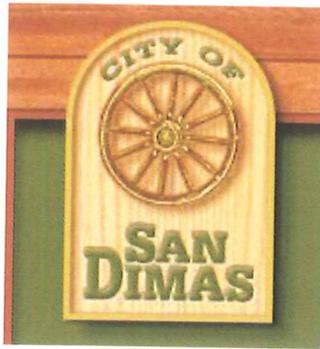
END OF DOCUMENT

EXHIBIT A

Statement of Work (SOW) document follows this page.

END OF DOCUMENT

Statement of Work



City of San Dimas, CA

03/16/15

Version 1.7

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

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
09/05/14	Cindy Sullivan	1.0	SOW Creation
09/09/14	Cindy Sullivan	1.1	Pricing Review
09/18/14	Cindy Sullivan	1.2	Updates Incorporated from 9/18 Conference Call
09/24/14	Cindy Sullivan	1.3	Onsite Meeting and Update Review, ACA Incorporated
1/15/15	Cindy Sullivan	1.4	Updated to Deliverable Pricing, Added EDR, Document Management and Financial Interface Options
3/1/15	Connie Ingram	1.5	Business License Scope Additions
3/3/15	Cindy Sullivan	1.6	Deliverable Pricing and Business License Updates Verified
3/16/15	Cindy Sullivan	1.7	Accepted Changes and Updates



INTRODUCTION

OVERVIEW

Congratulations on your selection of Accela, Inc. and their enterprise suite of industry leading software. The implementation of Accela products is designed specifically to meet the specific requirements defined by The City of San Dimas, CA ("Agency"). Accela will utilize a best practice Implementation Methodology, based on previous client interactions and industry knowledge, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Accela Services will implement the software you have purchased, including the major milestones and deliverables that will ensure your success.

Accela is committed to providing a superior software solution, and deployment of the software, for the current and future needs of the Agency. Accela will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") dated March 3, 2015, sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to Agency.

Capitalized terms not defined in this SOW are as defined in the Services Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the Services Agreement shall govern.

CRITICAL SUCCESS FACTORS

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

- **Dedicated Agency Participation** – Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the agreed upon Project Plan. Accela will communicate insufficient participation of Agency resources through Project Status Reports with real and potential impacts to the project timeline. Accela will work with the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical implementation phase. Please see Appendix A for a full description of participant resources.
- **Accela Implementation Methodology** – It is imperative to project success that the Agency is willing to adhere/adopt to the Accela Implementation Methodology. Please see Appendix B for a full description of the Accela Methodology.
- **Knowledge Transfer** – It is critical that Agency personnel participate in the analysis, configuration and deployment of Accela Automation in order for Accela to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by Accela Services, the Agency assumes all day-to-day operations of Accela Automation outside of the Support and Maintenance Agreement. The Support and Maintenance Agreement does not cover any Agency manipulation of implemented scripts, reports, interfaces and adaptors. Depending on the scope of the project, key knowledge transfer areas could include:

- Configuration
- Scripting
- Event Management Scripts
- Reports and Forms

HIGH LEVEL SCOPE OF SERVICES

This document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of Accela Automation Land Management, Accela GIS, Accela Mobile Office and Accela Citizen Access, for the Agency. Accela will provide professional services for implementation of the above modules and will add services per the Work Description section below. The following Agency departments comprise the organization scope of the implementation described herein:

- Building/Planning
- Code Enforcement
- Engineering
- Business Licensing

High Level Milestones and Sample Deliverables

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

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

PROJECT TIMELINE

The estimated term of this project is 12 months for the initial deployment with the estimated start date being sixty (60) calendar days after contract signing and an estimated completion date of June 1, 2016.

Any other customer requested delay to start the project will require a forty-five (45) business day notice to Accela in order for Accela to resource the project. Accela cannot guarantee a start date until Accela resources are confirmed.

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

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

BILLING TERMS

BILLING SCHEDULE:

Accela will perform the Services on a Deliverable payment schedule based on the table below in coordination with the associated Deliverables outlined, the expected staffing requirements, project schedule, Accela's and Customer's roles and responsibilities and the other assumptions set forth in this SOW. Accela's total price to perform the Services and provide the Deliverables described in Appendix E is \$379,840.00 exclusive of taxes and expenses (the "Fixed-Fee"). The Deliverable pricing is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent on the monthly anniversary of the contract signing until the contracted amount has been met.



Deliverable	Description	Estimated LOE	
		(Hours)	Cost
1	Project Initialization	70	\$ 11,200.00
2	Automation Setup and Installation	0	\$ -
3A - B	Configuration Analysis	254.25	\$ 40,680.00
4	System Configuration	310.75	\$ 49,720.00
5A - B	Data Conversion PP - AA	250	\$ 40,000.00
6	APO Conversion	60	\$ 9,600.00
7	Licensed Professional Conversion	48	\$ 7,680.00
8	Financial Interface (1 Way)	80	\$ 12,800.00
9	Interface Laserfiche - Document Management	80	\$ 12,800.00
10	Business Process Validation (Scripting)	70	\$ 11,200.00
11	Form/Console Design, V360	70	\$ 11,200.00
12A - B	Report Development	108	\$ 17,280.00
13	GIS, Setup, Installation and Training	62	\$ 9,920.00
14	AMO, Setup, Installation and Training	52	\$ 8,320.00
15	ACA, Setup, Installation and Training	92	\$ 14,720.00
16	EDR Configuration	80	\$ 12,800.00
17	Administrator Training - 3 Days	36	\$ 5,760.00
17	Daily User Training - 4 Days	48	\$ 7,680.00
17	Core Team Training - 2 Days	24	\$ 3,840.00
17	Reports Training - 2 Days	24	\$ 3,840.00
19	User Acceptance Testing	70	\$ 11,200.00
20	Production Support	140	\$ 22,400.00
	Sub Total		\$ 324,640.00
*	Project Management (12 months)	345	\$ 55,200.00
	Total		\$ 379,840.00

* Project Management - Invoiced Monthly @ \$4,600 per month for the 12 Month duration



EXPENSES:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Accela expense policy. Accela will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Accela will work with Customer to manage and control its expenses in accordance with Accela's global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past Accela engagement experience.

Based on the assumption that there will only need to be 10 onsite trips at an estimated \$2,000.00 each, the travel expense budget estimate is \$20,000.00. Should the customer require more onsite trips than this assumption, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips.

CONTRACT SUM:

The total amount payable under this Agreement is therefore \$399,840.00 including travel expenses.

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency and or Accela, and should this slippage result in material effort to Accela in excess of the hours estimated, Accela will produce a change order at a rate of \$185.00 per hour for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within three business days of delivery.

PROJECTS PUT ON HOLD:

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold.

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

When a project is put on hold, at minimum, Accela will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.



Should the Agency become non-responsive to Accela communications for a term of 30 calendar days regarding continuance of the project work, Accela can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

Scope and Timeline

- Scope is based on discovery sessions with Agency prior to the SOW development.
- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Coding not specifically described in this document is the responsibility of Agency.
- "Go live" (system is in production) timeline assumes timely completion of Agency deliverables (including finalization of requirements / use cases / product catalog), availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by Agency and Accela project managers prior to final Configuration.
- Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Accela and Agency will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.

Training

- Project assumes that a Train the Trainer approach will be taken during this implementation. The Trainer will train one user in the operation of the creation of products and operation of billing functions in Accela.

Testing

- Accela is responsible for testing the initial configuration of system
- Agency is responsible for writing any User Acceptance Test Scripts
- Agency is responsible for User Acceptance Test and System Integration Testing

Go Live and Go Live Support

- "Go Live" definition is that the Accela software is up and running in production. If an Agency moves to production, i.e. "Goes Live" it is deemed to have accepted the product (see "Acceptance" in Services Agreement) and shall comply with any payment obligation for "Move to Production", "Go-Live" and/or

"Acceptance". There may be post go-live issues that are being supported during this time; however any financial obligations the Agency may have to Accela based on "Go live", commence on the date the software is available in production.

- Accela consulting resources will support Agency after "Go Live" until such time that Agency is transferred to support (typically within a calendar month).

Project Completion

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

Acceptance

- For deliverable based payment agreements the criteria outlined in the Services Description in Appendix E for the corresponding deliverable will be deemed accepted based on the Acceptance language in the Services Agreement. Upon completion of each payment deliverable, Accela will provide the Agency with the Accela Deliverable Acceptance form to formalize acceptance and completion of that piece of scope. The number of days the Agency has to accept or reject the Deliverable Acceptance is delineated in the Services Agreement. The Deliverable Acceptance form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed/scanned/emailed or hand delivered to Accela. Please refer to Appendix C to view a sample Deliverable Acceptance Form.
- For non-deliverable based payment agreements, at minimum, it is requested that Agency sign acceptance for a minimum of the major phases of the project typically: Initiation, Analysis, Foundation, Build, Readiness, and Deployment (as specified in Appendix E). Each phase should be signed off prior to commencing work on the next phase. Accela respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

PROJECT RESOURCING ASSUMPTIONS

Agency Resourcing

- Agency will provide a dedicated Project Manager throughout the course of the implementation.
- Agency Project Manager will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities. Estimated time commitments for resources are outlined in Appendix A.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Agency agrees during the Initiation Phase of the project to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Accela a minimum of one month before a deliverable is due.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.

- Agency will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Agency will commit all necessary SME's and IT personnel during the requirements and design phase for the appropriate sessions as outlined by the Accela Project Manager during Kick-Off preparation.

Accela Resourcing

- Accela has assumed that project team will need to be on-site as appropriate and mutually agreed upon. Any additional on-site consulting will be at the mutual agreement of Agency and Accela Project Manager. All travel expenses incurred for on-site work are per the terms of expense reimbursement outlined above.
- Accela personnel will attend Agency executive steering committee meetings as needed.
- In the pricing, Accela has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Significant additional support requested by Agency over this level of resourcing would necessitate a change order that could impact the cost of the project.
- Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Accela will provide Project Management services throughout the project.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order.

Third Party Resourcing

- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.

PAYMENT ASSUMPTIONS

General

- Invoices are due net 30 of the invoice date.

Deliverable Payments

- While it is requested that the Agency signs a Deliverable Acceptance form to generate an invoice for Fixed Fee Deliverable payments, it is not required to invoice the Customer if the work has been completed.

ACCELA SOLUTION ASSUMPTIONS

General

- Agency shall provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Accela will implement the most current version of Accela Automation at the time of the contract signing.

- At which time online payment processing is needed for use with Accela Citizen Access, Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Agency is responsible for proper site preparation, software, and network configuration in accordance with Accela specifications.
- Accela will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper software, and networking devices).
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

Data Conversion

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

General Information AND Requirements for Historical Conversions

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

Data Conversion Assumptions

- **“As-Is” Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed “As-is” into Accela Automation. “As-is” means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation “As-Is”. All data cleanup must occur prior to execution into Accela Automation.
- **Accela Data Conversion Tools:** Data will be mapped and converted utilizing Accela's Extract, Translate and Load (“ETL”) toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- **Acceptable Data Formats For Historical Conversion:** It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format.



In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format (Conversion from Access DB).

- **Acceptable Data Formats For Reference Conversion:** It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format (Conversion from Access DB).
- **Documents:** Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Automation, provided the Agency provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See [Standard Document Migration](#) for additional details.

Standard Document Migration

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

ADMINISTRATION

LOCATION OF SERVICES AND KEY CONTACT

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

Please indicate below the primary Agency location which will benefit from the services covered under this SOW.

Work Location:	
-----------------------	--

Please indicate below the key Agency contact that will be responsible for Project Management:

Name:	
--------------	--



Title:	
Phone Number(s):	
Email:	

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela shall submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("Change Order"). Accela shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is \$185.00 per hour. The Change Order Template is attached hereto as Appendix D.

EXPIRATION

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

APPENDIX A: PROJECT RESOURCES

AGENCY RESOURCES

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

Agency Resources	Description	Hours per week Implementation Estimate	Hours per week Support Estimate
Project Sponsor	Responsibilities include: <ul style="list-style-type: none"> • Ultimate responsibility for the success of the project, • Creating an environment that promotes project buy-in, • Driving the project through all levels of the agency, • High-level oversight throughout the duration of the project, • Serving as the primary escalation point to address project issues in a timely manner. 	2 Hours* (*Might be higher during initiation)	2 Hours
Project Manager	Responsibilities include: <ul style="list-style-type: none"> • Overall administration, coordination, communication, and decision-making associated with the implementation; • Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the agency; • Ensuring that the project team stays focused, tasks are completed on 	40 Hours	10 Hours

	<p>schedule, and that the project stays on track.</p>		
Division/Departmental Business Leads	<p>A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include:</p> <ul style="list-style-type: none"> • Attending requirements workshop sessions; • Willing and able to gather data and make decisions about business processes; • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration; • Participating in the implementation of the Accela Automation solution. 	<p>1 (minimum) superuser/liasion FTE per department. 50-75% dedication of a 2-3 resources per department for 4-6 weeks. End-user training period is 2-3 FTEs for 4 weeks at about 50% dedication and User Acceptance Testing and Go-Live activities will require 2-3 FTEs at 80% dedication.</p>	2 Hours
Division/Departmental Subject Matter Expert (SME)	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Being trained on the Accela Automation system at a System Administration level; • Being fully engaged in the Business Analysis and system configuration activities; • Assist internal efforts towards the creation of reports, interfaces & conversions; • Assist in the review and testing of the system configuration; • Actively participate in the full implementation of the Accela Automation solution. 	2 Individuals, 30 Hours	40 Hours
Technical Lead	<p>Responsibilities include:</p>	40 Hours	5 Hours

	<ul style="list-style-type: none"> • Primary responsibility for the technical environment during the software implementation; • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards; • Work with Accela technical personnel during implementation; • Maintain test and production databases; • Perform day-to-day maintenance of the system and install maintenance releases; • Act as the primary technical resource for troubleshooting problems; • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities. <p>Responsibilities include:</p> <ul style="list-style-type: none"> • Understanding reporting needs of Agency • Ability to write or amend reports as the Agency's report needs grow 	40 Hours during reporting phase of project	20-40 Hours
Report Developer			

ACCELA RESOURCES

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

Accela Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project

<p>Project Manager</p>	<p>director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.</p> <p>The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none"> • Project plan management, • Change order management, • Issue log management and escalation, • Status reporting, • Project workspace management, • Resources management, • Work plan management, • Meetings management, • Project review with Project Executive. <p>In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.</p>
<p>Senior Implementation Consultant</p>	<p>The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none"> • Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design, • Leading system configuration activities, • Providing training/mentoring to agency staff, • Recommend industry best practices to agency to enhance business processes, • Guide agency on how best to configure the system based on past experiences and software expertise.
<p>Implementation Consultant</p>	<p>Implementation Consultant resources support the project and typically focus on the following tasks.</p> <ul style="list-style-type: none"> • The configuration of the system to match the System Configuration document.

	<ul style="list-style-type: none"> • Build activities within the project, such as conversion data mapping, creation of reports and interface specification.
<p>Technical Consultant</p>	<p>Accela Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as:</p> <ul style="list-style-type: none"> • Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access), • Report definition and creation, • Event Manager Script definition and programming, • Database Conversions and data mapping assistance, • Interface specifications and development.
<p>Training Consultant</p>	<p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>

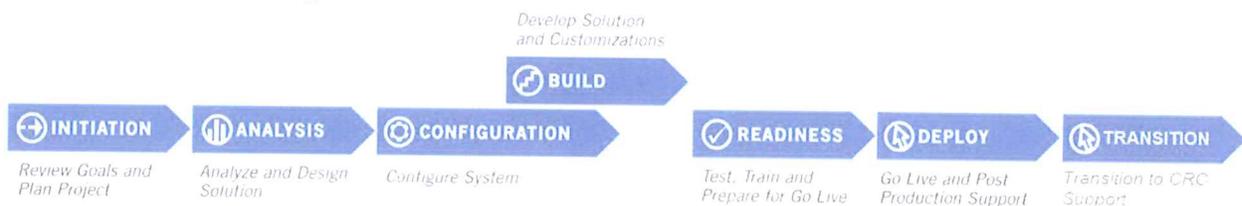
APPENDIX B - ACCELA IMPLEMENTATION METHODOLOGY

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

IMPLEMENTATION LIFE CYCLE

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

Figure 1 - Accela Methodology



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

INITIATION

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

ANALYSIS

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

SOLUTION FOUNDATION



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

BUILD

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

READINESS

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

DEPLOY

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



APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela Inc.
YOUR NAME
YOUR TITLE
Tel:

B

Email this document as an attachment to:

YOUR EMAIL

OR

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

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details
	Service Agreement

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

APPROVALS:

Agency Name

Signature

Title

Date



APPENDIX D – CHANGE ORDER

SAMPLE CHANGE ORDER – PAGE 1

Agency: _____ CO #: _____
Project Code: _____ Date: _____
Contract #/ PO #: _____
Initiating Department: _____
Initiated By: _____
Change Category: Product Project Contract Maintenance

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

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

2.
 Issue details / scope impact
 • Schedule impact:
 • Resource impact:
 • Cost impact:

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

DISPOSITION COMMENTS:

Disposition: Approved Rejected Closed See Comments
Date: _____



SAMPLE CHANGE ORDER – PAGE 2

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

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

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

APPENDIX E – DETAILED SCOPE

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

PROJECT MANAGEMENT

Accela will assign a project manager to manage the project for its duration. The Accela project manager will work with the City project manager to execute the project according to the agreed project charter and project plan. The project manager will meet weekly with the City project manager in person or by phone to review project progress, update project plan, update risk plan, review timeline for upcoming deliverables, review project issues and manage change items. A bi-weekly project status report will be produced.

STAGE 1 - INITIATION

DELIVERABLE 1: PROJECT INITIATION

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

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

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

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

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

- Project Charter

-
- Baseline Project Plan
 - Project Status Report Template
 - Project SharePoint Site or a similar file sharing site.
 - Project Kickoff Presentation
 - Core Team Training (2 days)

Accela Responsibilities:

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

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.
- Provide suitable Agency facilities to accommodate training.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training.

Acceptance Criteria:

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

DELIVERABLE 2: ACCELA AUTOMATION SETUP – (ACCELA CLOUD)

This Deliverable is defined as the setup of the Accela Automation software in the Accela Cloud environment, such that Agency can log into the system and verify that the software is available.

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

- Setup of the Accela Automation software, development and test environments, in the Accela Cloud
- Demonstration of an operational Accela Automation environment

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

- Perform a remote system check of the system.
- Demonstrate that the Accela Automation applications are operational.



Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Consult with Agency resources to provide technical input and answer technical questions related to the requirements for Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information.
- Make available the appropriate Agency users to validate system is setup and available.

Acceptance Criteria:

- Confirmation of ability to log into the Accela Automation software.

STAGE 2 – TO-BE ANALYSIS

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

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

• Organization and departments	• Standard Comments
• Record Types	• Workflow
• Inspections	• Email Notification
• Status Values	• Intake Forms
• User Defined Fields	• Dropdown List Values
• Fees	• Conditions

The To-Be Analysis Sessions and To-Be Analysis Document(s) do not include detailed information related to the following deliverables as they are dependent on the completion of the Solution Foundation milestone.

- Deliverable 8: [Event Management Scripting Assistance](#)
- Deliverable 10A: [Report Specifications](#)
- Deliverable 10B: [Report Development](#)

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the To-Be Analysis Documents for the purpose of approval and sign-off on the deliverable. Accela will build 1 prototype of select processes which will be used during the review sessions to demonstrate the proposed functionality.



Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency. Prototyping is not meant to be a complete end-to-end solution.

DELIVERABLE 3A: TO-BE ANALYSIS SESSIONS

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated Agency personnel and will conduct analysis sessions to capture the "to-be" required business processes.

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

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each process.
- Review the collected document all required inspections and inspection result options for each type.

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions
- Up to 20 Record Types / Processes are included in the Scope of this Deliverable
- Up to 3 Business License Record Types / Processes are included in the Scope of this Deliverable

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

- Completion of To-Be Analysis Session for Department processes.

DELIVERABLE 3B: TO-BE ANALYSIS DOCUMENT(S)

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 3A: To-Be Analysis Sessions. This document(s) will serve as the 'blueprint' for Department processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with Agency for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for 1 mutually agreed upon To-Be process, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

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

- To-Be Analysis Document(s).
- Up to 20 Record Types / Processes are included in the Scope of this Deliverable
- Up to 3 Business License Record Types / Processes are included in the Scope of this Deliverable

Accela Responsibilities:

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

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Schedule participants and meeting locations for To-Be Analysis Document(s) review activities.
- Review and provide feedback on To-Be Analysis Document(s).

Acceptance Criteria:

- Review To-Be Analysis Document(s) and validate that the content accurately reflects the business processes data that will be included in the Accela Automation Solution Foundation.
- Agency will have 5 business days to conduct initial review of the To-Be Analysis Document(s). If no changes or comments are requested within the 5 days, the To-Be Analysis Document(s) is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 3 business days for acceptance.

STAGE 3 – SOLUTION FOUNDATION

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



DELIVERABLE 4: ACCELA AUTOMATION SOLUTION FOUNDATION

Accela will provide professional services to develop the Solution Foundation of the Accela Automation product in accordance with requirements established and documented in Deliverable 3B: To-Be Analysis Document(s).

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

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

Accela Responsibilities:

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

Agency Responsibilities

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

Acceptance Criteria:

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

STAGE 4 – BUILD

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

DATA CONVERSION

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The Accela team is highly experienced in planning for, and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the Accela team will work with Agency to understand the data sources, how they are used, where their data will be stored in Accela Automation and the quality of that data.



Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Accela may recommend to understand the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

Accela will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

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

Accela will conduct Analysis/Mapping and Data Conversion Development for the Agencies Permits Plus Legacy system that will be have data converted to Accela within the scope of this implementation. In addition 1 Historical Data Conversion for Business License Data is in scope for this engagement.

DELIVERABLE 5A: HISTORICAL DATA CONVERSION ANALYSIS

Upon receipt of Agency's Legacy data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of Agency's historical data into Accela Automation.

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

- Historical Data Conversion Mapping Document

Accela Responsibilities:

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

Agency Responsibilities:

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



Acceptance Criteria:

- The Historical Data Conversion Specifications document identifies historical data elements that will be converted into Accela Automation as well as document special consideration (ex. merging data sources, phasing, etc.)

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 5B: HISTORICAL DATA CONVERSION DEVELOPMENT

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

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

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

Accela Responsibilities:

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

Agency Responsibilities:

- Providing the legacy data source in an accepted format
- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation

Acceptance Criteria:

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

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 6: STANDARD ADDRESS, PARCEL AND OWNERSHIP (APO) DATA CONVERSION

This Deliverable includes conversion of Agency Address, Parcel, and Ownership (APO) data to Accela Automation. Accela leverages a standardized data conversion process for APO data sets and will deliver the standard APO specifications and file templates to be used by the Agency in preparing the data for conversion. The Agency will identify a source for data to update the address, parcel and owner information within the Agency. Data must be provided in Accela's standard format (Standard Format Templates to be Provided during Data Conversion Development) (What is the standard format?), and Accela and Agency business and technical experts will work



together to map the source data to the Accela database. After Agency staff signs off on the conversion specification document, the Accela conversion team will develop the conversion program that will populate the Accela system with the appropriate data.

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

- APO Data Conversion Specifications Document (MS Word/MS Excel).
- Migrated APO data into Accela Automation testing database environment.

Accela Responsibilities:

- Provide standard APO conversion documentation and support.
- Migrate data provided by the Agency into the Agency's AA testing database environment.

Agency Responsibilities:

- Identify data accuracy / quality issues and resolve them (data scrubbing).
- Provide APO data in the format(s) specified by the standard APO documentation.
- Allocate the time for qualified business and technical experts for the Accela-led data-mapping sessions that are critical to the project success.
- Assist in the data-mapping process.
- Load data from original source(s) into the Accela standard staging tables.
- Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Acceptance Criteria:

- Review and acceptance of the APO Data Conversion Specifications document.
- Confirmation that APO data has been converted to Accela Automation testing environment according to the standard APO data specifications.

Acceptance Review Period:

- Fifteen (15) business days total

DELIVERABLE 7: STANDARD LICENSED PROFESSIONAL DATA CONVERSION

Accela will provide a program to convert licensed professional data from the existing Permits Plus CAED File to the Accela Automation licensed professional tables. Data will be provided in Accela's standard format. After Agency staff signs off on the conversion specification document, the Accela conversion team will configure the conversion that will populate the Accela system with the appropriate data.

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

- Licensed Professional Data Conversion Specifications Document (MS Word/MS Excel).
- Migrated Licensed Professional data into Accela Automation testing database environment.

Accela Responsibilities:



- Provide standard Licensed Professional conversion documentation and support.
- Migrate data provided by the Agency into the Agency's AA testing database environment.

Agency Responsibilities:

- Identify data accuracy / quality issues and resolve them (data scrubbing).
- Provide Licensed Professional data in the format(s) specified by the standard Licensed Professional documentation.
- Allocate the time for qualified business and technical experts for the Accela-led data-mapping sessions that are critical to the project success.
- Assist in the data-mapping process.
- Load data from original source(s) into the Accela standard staging tables.
- Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Acceptance Criteria:

- Review and acceptance of the Licensed Professional Data Conversion Specifications document.
- Confirmation that Licensed Professional data has been converted to Accela Automation testing environment according to the standard Licensed Professional data specifications.

Acceptance Review Period:

- Fifteen (15) business days total.

SYSTEM INTERFACES

For each interface, the Accela technical lead will work together with Agency's technical lead and business leads to document functional and technical requirements of the interface in an Interface Specifications Document. Interface development begins upon written approval of the specifications. It is expected all interfaces will use Accela's GovXML, web services or batch engine. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system. Accela will conduct Analysis and Development (Deliverable X and X) for each system that will be interfaced with Accela within the scope of this implementation.

Deliverable	Description
8	Financial Interface (1 Way)
9	Document Management Interface

DELIVERABEL 8: FINANCIAL SYSTEM INTERFACE (1 WAY)

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

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

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

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

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

Acceptance Review Period:

- Ten (10) business days total

Acceptance Review Period:

- Ten (10) business days total



DELIVERABLE 9: DOCUMENT MANAGEMENT INTERFACE

Accela will provide a method to interface between Accela Automation and a 3rd Party Electronic Document Management System. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system. The Agency will be responsible for all working portions of this interface as they pertain to the 3rd Party EDMS, whereas Accela will be responsible for all portions as they pertain to Accela Automation.

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

- Interface Specifications Document
- Demonstration of operational interface from Accela Automation to EDMS system in Development or Test environment.

Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- Assist the Agency with testing and debugging of the interface.
- Will direct and deliver documents to appropriate location within 3rd Party System.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools or vendors required to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.
- Agency will view, manage and govern documents through existing production applications.

Acceptance Criteria:

- Review and approval of the Interface Specifications.
- Demonstration of the interface meeting the specific requirements detailed in the interface specifications. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

DELIVERABLE 10: BUSINESS PROCESS VALIDATION AND AUTOMATION (SCRIPTING)

During the configuration analysis phase of the implementation project, Accela will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. Accela will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine that will be developed by Accela within the



scope of this implementation. The Business Process Validation and Automation developed by Accela can be used as models whereby agency staff can develop and modify additional functionality as needed.

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

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

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

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

- Prioritized list of requirements that require Automation
- Specification documents for each required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)
- Accela has allotted 70 hours for this effort

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

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

DELIVERABLE 11: V360 USER EXPERIENCE

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

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

- User Consoles and Form Layout
- Navigation tools
- Search screens and data filtration tools

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

- Completion of 2 Analysis workshops, interviews and WebEx sessions
- Configuration of V360 User Experience

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

- Completion of 2 V360 User Experience Workshops.

Reports

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



Agency personnel will be able to handle additional and future report requirements. Reports are classified by level of effort: high, medium, and low.

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

These reports can be developed using the integral Accela Report Writer included with Accela Automation, or Crystal Reports XI Server at the Agency's discretion. These custom reports, whether developed with Accela Report Writer or Crystal Reports, will be deployed in the Report Manager for use within Accela Automation.

DELIVERABLE 12A: REPORT SPECIFICATIONS

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

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

- 2 High Complexity Report
- 7 of Medium Complexity
- 6 of Low Complexity

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

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

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

- List of identified reports with assigned responsibility for specification and development
- Completed Report Specification Documents for each report assigned to Accela

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

- Agreement on prioritized list of reports that will be developed by Accela



- Review and approval of individual Report Specifications documents. The Agency will not unreasonably withhold acceptance if the Agency requests changes to the reports specifications after the initial signoff of the specification by the Agency
- Agency will have 5 business days to review the Report Specification Documents. If no changes or comments are requested within the 5 days, the Report Specification Documents are considered approved by the Agency.

DELIVERABLE 12B: REPORT DEVELOPMENT

Accela will develop custom documents/letters/reports per the specifications developed and approved in Deliverable 10A, Report Development. Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval requires an analysis by Accela to determine the level of effort required, and if a change order would be required to complete the work.

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

- A total of 15 documents/letters/custom reports per the Report Specification Documents

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

- Confirmation of report accuracy in the development or test environment per Report Specifications.

DELIVERABLE 13: ACCELA GIS CONFIGURATION

Accela will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system
- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the permit system
- Auto-populate spatial attributes for a property in forms (including ACA)



During GIS installation, Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

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

- Accela GIS installed on Agency server(s)
- 1 Proximity Alerts
- 1 Dynamic Themes
- 1 Attribute Mapping

Accela Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the Agency
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Automation system
- Assist the Agency in identifying and developing Proximity Alerts and Dynamic Themes

Agency Responsibilities:

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

Acceptance Criteria:

- Demonstration of operating Accela GIS in test environment

DELIVERABLE 14: ACCELA MOBILE OFFICE CONFIGURATION

Accela will configure the Accela Mobile Office application. As part of this deliverable Accela will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode
- Print reports in the field

Analysis activities with the Agency will result in a Mobile Office Configuration Specifications Document. Subsequently, Accela's staff will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document.

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

- Accela Mobile Office Configuration Specifications Document
- Demonstration of operation system per Accela Mobile Office Configuration Specifications Document

Accela Responsibilities:

- Create configuration specifications for Accela Mobile Office based on analysis with the Agency
- Configure Accela Mobile Office based on approved specifications document

Acceptance Criteria:

- The base configuration of Accela Mobile Office in the Development or Test environment is configured as documented in the Accela Mobile Office Configuration Specifications document

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 15: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on the Agency Dev or Test site per the Requirements gathered in the To-Be Analysis Phase. Accela will work with the Agency representatives validate and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. Specifically, the following items will be configured:

- Integration into existing Agency website
- Text Settings, including disclaimers, help text and watermarks
- Security Settings
- Form Layout
- User registration settings
- User rights and permissions

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

- Accela Citizen Access Wireframe Specifications Document (MS Word)
- Configure ACA for [List Languages] language versions
- Accela Citizen Access Admin Training

Accela Responsibilities:

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

Agency Responsibilities:

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

Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Automation back office configuration
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s)

Acceptance Review Period:

- Ten (10) business days

DELIVERABLE 16: ACCELA ELECTRONIC DOCUMENT REVIEW CONFIGURATION

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

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

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

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

Accela Responsibilities:

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

-
- Provide one sample custom button for the purposes of training

Agency Responsibilities:

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

Acceptance Criteria:

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

Acceptance Review Period:

- Ten (10) business days

STAGE 5 – READINESS

DELIVERABLE 17: ADMINISTRATIVE TRAINING

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

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

- Administrative Training (3 Days)
- Daily User Training (4 Days)
- Core Team Training (2 Days)
- Reports Training (2 Days)
- GIS and AMO Training (1 Day Each)

Accela Responsibilities:

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

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of listed training courses

DELIVERABLE 18: USER ACCEPTANCE TESTING (UAT)

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

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

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

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

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

- Resolution of issues resulting from Agency User Acceptance Testing
- Fully tested system that is ready to move to production for go-live

Accela Responsibilities:

-
- Provide recommendations on testing strategy and best practices.
 - Lead the Agency in up to 1 week of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
 - Resolution of issues as a result of User Acceptance Testing activities.

Agency Responsibilities:

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

Acceptance Criteria:

- Completion of up to 1 week of UAT

STAGE 6 - DEPLOY

DELIVERABLE 19: POST DEPLOYMENT SUPPORT AND TRANSITION TO CRC

This deliverable is comprised of the post- Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Accela will provide support for 4 weeks immediately following deployment (go-live).

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

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

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

- 1 staff onsite for week one of go-live (5 days), 1 staff onsite for week two (3 days) and remote support thereafter
- Transition of Agency from Services team to Customer Resource Center for ongoing support

Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components
- Assist with the identification of issues for the Post Production Issues List



-
- Assist with issues that may arise related to the deliverables in this SOW
 - Transfer ongoing support of the client and to the CRC to address any post Production issues that require remediation

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Execution of 4 weeks of post-Production support
- Official transfer from the Accela Services project team to the Customer Resource Center (CRC)



Order Form For: San Dimas, CA
 Quote Number: Q-01988-3
 Valid Through: March 31, 2015
 Subscription Agreement: Version 0114a
 Proposed By: D. Avila

Upgrade: Y
 Product:

Address Information

Bill To:
 City of San Dimas, CA
 245 E. Bonita Avenue, San Dimas, CA 91773

Ship To:
 City of San Dimas, CA
 245 E. Bonita Avenue, San Dimas, CA 91773

Billing Email:
 Billing Phone:

Attention: Development Services
 Email:

Payment Terms and Conditions

Number of Annual Terms: 3
 Service Start Date: Upon Delivery
 Service End Date: 3 Years From Delivery
 Billing Frequency: Annual

Payment Method: Check
 Payment Terms: Net 30
 Billing Method: Email
 PO Required: (yes/no)
 PO Number:

Products Terms and Conditions

SKU	Description		Unit Price	Net Price
SS10APFMSAS0001	Accela Civic Platform - Subscription User	Qty	15 \$ 1,788.00	\$26,820.00
SS10AACAPO0001	Accela Citizen Access - Subscription Population	Population	33,371 \$ 0.03	\$1,001.13
Total Subscription Fees				\$27,821.13

Other Terms and Conditions

- Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable.
- Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.
- If the Agency requires additional on-site assistance, a separate estimate and Statement of Work will be provided.
- Annual Subscription fees do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.
- Annual Subscription fees will not increase annually by more than 4% over the three-year initial term.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Customer

Accela, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 0114a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".

2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

3. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term.

4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer's subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than ninety (90) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela

and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.

5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to

process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

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

minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

<i>Uptime</i>	<i>Credit</i>
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is

available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, 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 Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, not less than or more than once per quarter, Accela will provide Customer with a copy of its data in an Oracle database dump file. Provision of the data on a more frequent basis than once per quarter can be accomplished upon request for an additional fee.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in an Oracle database dump file format. Accela will comply in a timely manner with such request, provided that

Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms 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 for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial

records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these

Terms will be effective unless it is described in writing and signed by the Parties.