

AMENDMENT NO. 2

to

RISKMASTER Accelerator eXpress Access Agreement Work Order No. 7

This Amendment No. 2 to RISKMASTER Accelerator eXpress Access Agreement Work Order No. 7 Exhibit B is effective June 26, 2015, and is hereby made a part of and incorporated into RISKMASTER Accelerator eXpress Access Agreement Work Order No. 7 dated effective July 29, 2014 ("Access Agreement") by and between **Computer Sciences Corporation ("CSC")** and **Lexington-Fayette Urban County Government ("Customer")**. In the event that any provision of this Amendment and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision are inconsistent or conflicting with the Agreement.

WHEREAS, pursuant to the Access Agreement, Customer receives access to two Lines of Business;

WHEREAS, CSC and Customer wish to amend the Access Agreement to reflect three Lines of Business;

NOW THEREFORE, CSC and Customer hereby agree to amend Exhibit B of the above referenced Agreement as follows:

1. Exhibit B, the first bullet (Line of Business) is amended to provide that "General Claims and Vehicle Accidents is stricken and replaced with "General Claims, Vehicle Accidents and Workers Compensation."
2. Exhibit B, the Assumptions Section is amended to include an additional assumption:
 - "Interfaces are out of scope".
3. All other terms and conditions remain in full force and effect.

CSC and Customer certify by their undersigned authorized agents that they have read this Amendment and the Agreement and agree to be bound by their terms and conditions.

CSC
Computer Sciences Corporation

Customer
Lexington-Fayette Urban County Government

By: Julie Thornton
 (Authorized Signature)
 (in non-black ink, please)

Julie Thornton
 (Name)

Sr. Manager - GBS Contracts
 (Title)

June 30, 2015
 (Execution Date)

By: Jim Gray
 (Authorized Signature)
 (in non-black ink, please)

JIM GRAY
 (Name)

Mayor
 (Title)

7/17/15
 (Execution Date)

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 7th day of July, 2015, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Law (hereinafter "Sponsor"), and **LEXINGTON-FAYETTE URBAN COUNTY HUMAN RIGHTS COMMISSION** (hereinafter "Organization"), an agency created pursuant to Section 2-26 of Article II of Chapter 2 of the Code of Ordinances, Lexington-Fayette Urban County Government, with offices located at 342 Waller Avenue, Lexington, Kentucky 40504;

W I T N E S S E T H:

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby employs Organization for the period beginning on July 1, 2015, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of Two Hundred, Fifty-One Thousand, Eight Hundred, Thirty Dollars (\$251,830.00) for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-twelfth (1/12th) of which shall be payable each month, July to June, inclusive.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required hereunder.

4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it is not required to file federal, state or local income tax returns. However, this Agreement shall not become effective unless and until copies of the Organization's withholding tax statements filed with the Lexington-Fayette Urban County Government for calendar year 2013 have been registered by the Organization in the office of the Commissioner of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

6. The Organization shall, at the beginning of each month, on such forms as the Sponsor shall provide, submit to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto which will be provided in the coming month, (a) a description of the services to be provided, including the quantity and quality of the services to be provided, and (b) the personnel costs, administrative costs, fixed costs, and any other direct or indirect costs to be incurred in providing the services; and an invoice requesting compensation for the services to be provided during the coming month. Any and all provi-

sions of this Agreement to the contrary notwithstanding, the compensation of Organization for each month of the Agreement shall not be paid unless and until Organization submits the monthly report and invoice required hereunder.

7. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization at all reasonable times, and if it desires, it may have the books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

9. The right of access guaranteed Government and/or persons designated by the Government in clauses 7 and 8 of this Agreement shall not provide Government or persons designated by the Government access to any material within the possession of the Organization that is confidential or privileged pursuant to any applicable statute, ordinance, rule or regulation. This Agreement is in its entirety, subject to the provisions of Section 2-26 et seq.

of the Code of Ordinances, Lexington-Fayette Urban County Government, and the Charter of the Lexington-Fayette Urban County Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the Department of Law for review within thirty (30) days of the execution of this Agreement.

12. This instrument and the Addendum incorporated herein contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

13. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.
- B. Investment Funds Management--The governing board may elect to either:

- D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

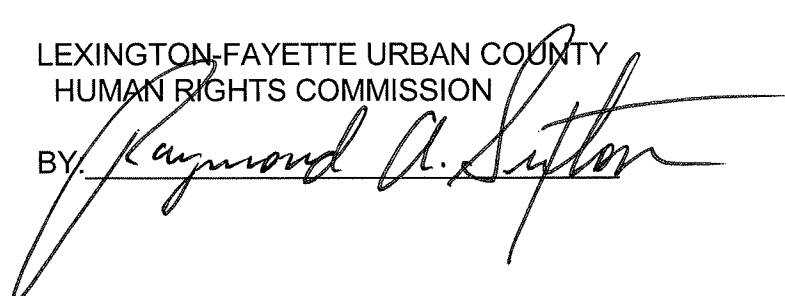

JIM GRAY, MAYOR

ATTEST:

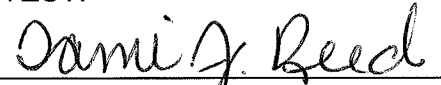

CLERK OF URBAN COUNTY COUNCIL

LEXINGTON-FAYETTE URBAN COUNTY
HUMAN RIGHTS COMMISSION

BY: _____



ATTEST:



ADDENDUM

1. Receive, initiate, investigate, seek to conciliate, hear and determine charges of violations of ordinances, orders, or resolutions forbidding discrimination adopted by the Lexington-Fayette Urban County Government.
2. Compel the attendance of witnesses and the production of evidence before it by subpoena issued by the Fayette Circuit Court.
3. Issue remedial orders, after notice and hearing, requiring cessation of violations.
4. Issue such affirmative orders, authorized by law, as in the judgment of the local Commission will carry out the purposes of Sections 2-26 through 2-32 of Article II of Chapter 2 of the Code of Ordinances.
5. Employ an executive director, attorneys, clerks, and agents, and expend its funds and contract for services or property.
6. Meet not less than once a month.
7. Make, amend and rescind rules and regulations as provided in Sections 2-26 through 2-32 of Article II of Chapter 2 of the Code of Ordinances, Lexington-Fayette Urban County Government; and the rules and regulations of the Commission.
8. Submit an annual report on July 1 of each year to the Mayor and the Urban County Council, which report shall contain a summary of its activities for the preceding year, a physical inventory of all property, and audit of all receipts, expenditures and funds on hand.

**AMENDMENT TO AGREEMENT BETWEEN LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT AND RISK MANAGEMENT SERVICES CO.**

THIS AMENDMENT TO THE CLAIMS HANDLING SERVICES AGREEMENT is effective this 24 day of July, 2015, by and between Risk Management Services Company (hereinafter "RMSC") and the Lexington-Fayette Urban County Government (hereinafter "LFUCG"). RMSC and LFUCG are collectively referred to herein as the "Parties".

WHEREAS, on March 21, 2013, LFUCG and RMSC entered into an Agreement under which RMSC assumed the responsibilities for processing and handling automobile and property damage claims adjusting and subrogation; and

WHEREAS, on July 1, 2013, LFUCG and RMSC entered into an Agreement under which RMSC assumed the responsibilities for processing and handling workers compensation, automobile liability and general liability claims for LFUCG; and

WHEREAS, the parties wish to add a provision for RMSC to include acting as claims manager as part of its third party administrative services related to the processing and handling of claims for LFUCG; and

WHEREAS, the Parties desire to amend the Agreement to include Claims Manager responsibilities:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. RMSC shall provide the following additional services as Claims Manager for LFUCG:

A. Daily Tasks:

- ❖ Set up each new loss with a reserve over \$10,000 or in Litigation into the Outlook Diary system. Set a diary of 30 days to 90 days and then review the claim file on the appropriate diary date. Send the adjuster instructions on claims handling as needed.
- ❖ Read all Outlook e-mails, and telephone messages on a daily basis and respond as required. Copy and save all necessary information to the Riskmaster claim file.
- ❖ Review and respond to all postal mail. Scan the mail to the Riskmaster claim file or send to the TPA.
- ❖ Review and approve all claim checks entered into the People Soft system.

- ❖ Set up all new litigation files into Riskmaster and input the claim reserves on each claim. Send the complaint to TPA and have the adjuster send a report to the excess insurer.
- ❖ Review the applications for Off Duty Employment for Police and Community Corrections for proper insurance coverage, so that LFUCG and the employee are protected.
- ❖ Review all Requests for Proposals and LFUCG contracts and recommend the needed insurance coverage(s) for LFUCG's protection. When contracts are renewed, review the Certificate of Insurance of the vendor to make sure that they have all required insurance coverage.
- ❖ Review all new loss reports and give appropriate instructions to the TPA.
- ❖ Respond to all Law Department management requests for data on any current claim file.
- ❖ Review all Claims related Open Records Requests, obtain the requested data and issue a response within the required 3 business days.
- ❖ Review the PPE payroll report to determine if the Workers Compensation lost time claims should be approved or denied, biweekly.
- ❖ Conduct initial review of legal bills as requested by Commissioner or Managing Attorney.

B. Quarterly Tasks:

- ❖ Review all open litigation claims for reserve adequacy and request that TPA adjusters send quarterly reports to excess insurers.
- ❖ Prepare a Quarterly Claim Report on the comparison of frequency and severity of cost of open claim files for the Commissioner of Law and attach all documentation.

C. Annual Tasks:

- ❖ Prepare an annual review of all TPA and litigation open claim files for reserve adequacy. Determine if any open claim files should be closed and then take the proper steps to close the file prior to fiscal year end. Raise or lower the pending reserves on all open files to make sure that they are adequate to meet the current settlement value.
- ❖ Prepare an annual year end report for the Commissioner of the Department of Law showing the financial results of the current fiscal year compared to the prior

two fiscal years. Report on any problems or large losses that may have skewed the numbers and suggest ways to improve the Claims work product.

- ❖ Work with the Commissioner of Law and the Managing Attorneys on the annual claims budget for the claims fund and the various professional service costs for the Department of Law.

D. Other Duties:

I. Required State Reports:

- ❖ Prepare the annual Workers Compensation Simulated Premium report to the Labor Cabinet by February 15th of each year and pay the premiums within thirty days of end of each quarter. Work with Accounting Department on the preparation of this report.
- ❖ Prepare the Annual Assigned Risk Assessment Report by December 30 of each calendar year. Attach the documentation and annual payment with the report.
- ❖ Prepare the recertification report on the Self Insurance Fund by the end of each calendar year.
- ❖ Have the claims administrative employee prepare the P&C quarterly auto claims report to the state at the end of each quarter.
- ❖ Work with accounting to prepare the Public Protection Cabinet MVSF report before May 1 of each calendar year.
- ❖ Send to each Division Director the annual Workers Compensation Notice Form required by the Commonwealth of Kentucky.

II. Management and Financial Reports:

- ❖ Work with current Actuary and Accounting Division to prepare all the financial reports necessary for an end of fiscal year Actuarial Report for LFUCG and the Self Insurance Fund. The Actuarial report will go to the Commissioner of the Department of Law, the Commissioner of Finance and to the Director of Accounting. This report will give recommendations for funding of the Self Insurance Fund for the next fiscal year. Work with the Commissioner of Law on the next fiscal year Claims Budget.
- ❖ Assist the Commissioner of Law and Managing Attorneys regarding any RFP request for proposal needed for the FY 17 fiscal year.

- ❖ Prepare a financial reserve adequacy on all large losses over \$50k for the Commissioner of Law, work with the Commissioner of Law on the annual Claims review by the outside financial auditor.
 - ❖ Send out the Auto Liability insurance coverage card to the Division of Fleet Services.
 - ❖ Attend mediations as needed; and
 - ❖ Act as liaison for all divisions (Police, Fire, Public Works, etc.) regarding workers' compensation issues.
2. The base compensation set forth in the Agreement shall be increased by \$78,000 for the provision of these additional services, billed a quarter in advance. This amount includes all staff costs; working on site in LFUCG office two days per week for the duration of this amendment (and includes associated costs such as mileage, etc.); and the costs of attending all meetings in Lexington as requested by LFUCG.
 3. The term of this amendment shall be two years from the beginning date referenced above.
 4. All other terms and conditions of the Agreement shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their official capacity and with legal authority to do so.

RISK MANAGEMENT SERVICES COMPANY

By: Charles J. V. [Signature]
 Title: President
 Date: 7-7-15

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: [Signature]
 Title: Mayor
 Date: 7/16/15



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL QUALITY

Jim Gray
Mayor

David L. Holmes
Commissioner

Memorandum

To: Urban County Council
Meredith Nelson, Council Clerk

From: Courtney Thacher *CT*
Administrative Specialist Principle for Remedial Measures Program

Date: July 15, 2015

Re: Change Order No. 1 for West Hickman Main Trunk A RMP Project

This memorandum is to notify the Urban County Council of Change Order No. 1 for the West Hickman Main Trunk A Remedial Measures Project. Per CAO Policy No. 15R the Remedial Measures Program Manger is allowed to approve change orders of less than 5% of the cumulative contract award. The result of the attached Change Order No. 1 is to increase the original contract amount by \$73,346.03 or 1.9%, and an increase of contract time by 78 days.

Should you have any questions, please contact me at 425-2439.

pc: Vernon Azevedo, P.E., Remedial Measures Program Manager
David Holmes, Commissioner
Charles Martin, P.E., Director of Water Quality
Mark Fischer, P.E., Project Manager
File

**SANITARY SEWERS REMEDIAL MEASURES PLAN CONTRACT CHANGE ORDER
FORM**

Project Name: West Hickman Trunk Sewer - A
Contractor: Garney Construction, Inc.
Contract Number: 153-2014
RMP Project ID: WH2
Change Order ID Number: 1
Applicable Tier: 1

CHANGE ORDER DETAILS

Contract Amount	<u>\$3,797,218.00</u>	Contract Time	<u>270 c days</u>
Original Contract Amount:	<u>\$3,797,218.00</u>	Original Contract Time	<u>270 c days</u>
Change in Contract Amount	<u>+\$73,346.03</u>	Change in Contract Time	<u>+ 78 c days</u>
New Contract Amount:	<u>\$3,870,564.03</u>	New Contract Time	<u>348 c days</u>

JUSTIFICATION FOR CHANGE ORDER

Contract time adjusted to allow for progress lost due to the abnormally high number of rain events as well as the persistent flooding in the project area after those precipitation events. Contract time also adjusted for changes in the Work, those changes also had a net positive change in Contract price.

REQUIRED SIGNATURES

Tier 1 Vernon Arzobido 7.14-15
Remedial Measures Plan or Construction Manager Date

Tier 2 _____
Remedial Measures Plan or Construction Manager Date

Director of the Division of Water Quality Date

Director of the Division of Purchasing Date

URBAN COUNTY COUNCIL NOTIFICATION
[Signature] 7/15/15
Employee Submitting Notification Date

Change Order No. 1
Remedial Measures Plan (RMP)
Division of Water Quality

Lexington-Fayette Urban County Government (LFUCG)

Date of Issuance: 17 June 2015	Effective Date: 17 June 2015
Owner: Lexington-Fayette Urban County Government (LFUCG)	Owner's Bid No.: 103-2014
Contractor: Garney Companies, Inc.	Contractor's Project No.: 3207
Engineer: ICA Engineering, Inc.	Engineer's Project No.: 1311100
Project: West Hickman Trunk Sewer - A	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

This change order, Change Order No. 1 (CO#1), extends the project completion time and provides for payment for additional Work. This CO#1 also allows for credits given by the Contractor to the Owner for changes in the Work.

Item No. 1 – The Contract Time is extended 47 calendar days to allow for the Contractor's loss of progress due to the abnormal weather events experienced during the time period September 2014 through May 2015.

Additionally, the Contract Time is extended 27 calendar days due to changes in the Work. The Contract Time extensions in this Item, Item No. 1, total 74 calendar days. See Attachment 1.

Item No. 2 – Attachment 2 details 8 separate adjustments to the Contract Price. The net change in the Contract Price is an increase of \$73,346.03.

Item No. 3 – Reconciles the Contract Time stated in the Contract and the Notice To Proceed. The result is an addition of 4 calendar days to the Contract Time. See Attachment 3.

This Change Order, CO#1, consists of 15 pages, including attachments.

Attachments: Attachment 1 - Contractor's Requested Weather Days; Attachment 2 - Item Tally and Summary for Changes in the Work; Attachment 3 - Worksheet for Contract Time

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,797,218.00	Original Contract Times: Substantial Completion: 270 calendar days Ready for Final Payment: 14 May 2015 dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 3,797,218.00	Contract Times prior to this Change Order: Substantial Completion: 270 calendar days Ready for Final Payment: 14 May 2015 dates
[Increase] [Decrease] of this Change Order: \$ 73,346.03	[Increase] [Decrease] of this Change Order: Substantial Completion: 78 calendar days Ready for Final Payment: 31 July 2015 days
Contract Price incorporating this Change Order: \$ 3,870,564.03	Contract Times with all approved Change Orders: Substantial Completion: 348 calendar days Ready for Final Payment: 31 July 2015 dates

RECOMMENDED (Engineer):
 By: [Signature]
 Title: Rivercrest Engineering for ICA Engineering, Inc.
 Date: 6/30/15

ACCEPTED (Contractor):
 By: [Signature]
 Title: Stephen P. Ford, Vice President
 Date: June 22, 2015

ACCEPTED (Owner: LFUCG)
 By: [Signature]
 Title: Remedial Measures Program Manager
 Date: 7-14-15

APPROVED by Funding Agency (If applicable):
 By: _____
 Title: _____
 Date: _____

Weather Day Allowance

Month	Weather Days Requested by Contractor
September 2014	5
October 2014	4
November 2014	4
December 2014	1
January 2015	0
February 2015	4
March 2015	12
April 2015	17
May 2015	0
Total	47

NOAA Local Climatological Data
Blue Grass Airport (KLEX)

Month	Number of Days With > 0.10 in.	Total Monthly Water Equivalent (in.)	Depart from Normal (in.)
September 2014	4	4.35	1.44
October 2014	10	4.47	1.34
November 2014	4	2.36	-1.17
December 2014	6	3.30	-0.63
January 2015	5	1.85	-1.35
February 2015	4	3.00	-0.20
March 2015	9	7.46	3.39
April 2015	10	11.41	7.81
Totals	52	38.20	10.63

Attachment 2
Item Tally for Changes in the Work

West Hickman Trunk Sewer - A
 Lexington Fayette Urban County Government
 Lexington, KY
 Garney Project No. 3207

Date	Description	Quantity	Units	Price Per	Amount
1/12/2014	Marathon Oil Line - Unload 36-inch HOBAS Pipe	1	LS	\$ 23,377.03	\$ 23,377.03
1/12/2015	Marathon Oil Line - Unload Structures	1	LS	\$ 36,233.97	\$ 36,233.97
2/24/2015	Marathon Oil Line - Installation of MH-3A Alt	1	LS	\$ 11,975.58	\$ 11,975.58
2/25/2015	Marathon Oil Line - Installation of 36-inch HOBAS	1	LS	\$ 14,555.78	\$ 14,555.78
2/26/2015	Marathon Oil Line - Installation of 36-inch HOBAS	1	LS	\$ 15,827.78	\$ 15,827.78
2/27/2015	Marathon Oil Line - Installation of 36-inch HOBAS	1	LS	\$ 10,915.53	\$ 10,915.53
3/2/2015	Marathon Oil Line - Installation of 36-inch HOBAS	1	LS	\$ 13,215.09	\$ 13,215.09
3/3/2015	Marathon Oil Line - Installation of 36-inch HOBAS	1	LS	\$ 7,279.40	\$ 7,279.40
4/7/2015	Marathon Oil Line - Deflection Test of 36-inch HOBAS	1	LS	\$ 1,708.66	\$ 1,708.66
4/8/2015	Marathon Oil Line - Installation of Inverts MH-3A and MH-3B	1	LS	\$ 3,609.79	\$ 3,609.79
4/17/2015	Marathon Oil Line - Air Test Section of 36" HOBAS	1	LS	\$ 2,083.00	\$ 2,083.00
4/20/2015	Marathon Oil Line - Air Test Section of 36" HOBAS	1	LS	\$ 924.76	\$ 924.76
4/21/2015	Marathon Oil Line - Sealing and Grouting of MH-3A and MH-3B	1	LS	\$ 1,714.83	\$ 1,714.83
5/14/2015	Marathon Oil Line - Vacuum Testing MH-3A Alt and MH-3B Alt	1	LS	\$ 1,586.89	\$ 1,586.89
	54-inch RCP Credit (Unit Price)			\$	\$
	MH-3A Tee Base Credit (Unit Price)	-100	LF	\$ 500.00	\$ (50,000.00)
	Restock/Return Fee for MH-3A Tee Base and 100 LF of 54-inch RCP	-1	EA	\$ 9,750.00	\$ (9,750.00)
	Additional Water Tight Frame and Cover, Anti-Flotation Collar and MH-Diaphragm (Unit Prices)	1	LS	\$ 9,400.00	\$ 9,400.00
		1	EA	\$ 1,500.00	\$ 1,500.00
	Total of Changes			\$	\$ 96,158.09

West Hickman Trunk Sewer - A
Lexington Fayette Urban County Government
Lexington, KY
Garney Project No. 3207

Description
Additional Surveying for Access Road and Sewer Line "A" Alignment Changes

Quantity	Units	Price Per	Amount
1	LS	\$ 1,575.00	\$ 1,575.00
		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
		\$ -	-
Total of Changes			\$ 1,575.00

West Hickman Trunk Sewer - A
Lexington Fayette Urban County Government
Lexington, KY
Garney Project No. 3207

Description	Quantity	Units	Price Per	Amount
Additional Clearing - Sta 12+50 to Sta 22+50	1	LS	\$ 6,325.00	\$ 6,325.00
				-
				-
				-
				-
				-
Total of Changes				\$ 6,325.00

Garney would like to request compensation for the additional clearing from approximate station 12+50 to approximate station 22+50. It was expected that the area that had been cleared pre-bid was centered with the alignment of the proposed sanitary sewer Line "A". Once centerline staking was installed it was discovered that the previously cleared area did not align with the proposed sewer. Therefore another 25 feet wide by 1000 feet long area needed to be cleared in order for the installation of the proposed 54-inch sanitary sewer.

West Hickman Trunk Sewer - A
Lexington Fayette Urban County Government
Lexington, KY
Garney Project No. 3207

Description	Quantity	Units	Price Per	Amount
Credit for Proposed 10-foot diameter MHs in place of 12-foot diameter manholes.	1	LS	\$ (2,558.32)	\$ (2,558.32)
Total of Changes				\$ (2,558.32)

**West Hickman Trunk Sewer - A
 Lexington Fayette Urban County Government
 Lexington, KY
 Garney Project No. 3207**

Description	Quantity	Units	Price Per	Amount
Provide and Install Riprap	220.00	TN	\$ 50.02	\$ 11,004.40
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Total of Changes			\$	<u><u>11,004.40</u></u>

West Hickman Trunk Sewer - A
Lexington Fayette Urban County Government
Lexington, KY
Garney Project No. 3207

Description	Quantity	Units	Price Per	Amount
Access Road Credit Sta 36+00 to 50+00 - Subcontractor	1	LS	\$ (3,518.32)	\$ (3,518.32)
Access Road Credit Sta 36+00 to 50+00 - Non-Ordered Stone	1	LS	\$ (29,449.98)	\$ (29,449.98)
Access Road Credit Sta 36+00 to 50+00 - Non-Returnable Materials	1	LS	\$ 4,645.61	\$ 4,645.61
Access Road Credit Sta 36+00 to 50+00 - Additional Work	1	LS	\$ 1,155.00	\$ 1,155.00
Total of Changes				\$ (27,167.69)

Attachment 3
Worksheet for Contract Time

Worksheet for Contract Time

Date of Notice to Proceed	11-Aug-14	Date Established in NTP as Beginning of Construction	18-Aug-14
Time until Contract Begins	10	Original Contract Time	270
Original Contract Time	270	Original Contract Date Set in NTP	14-May-15
Original Contract Date	18-May-15		
Days Requested by Contractor	74	Days Added on CO1	78
Contractor's Requested Contract Date	31-Jul-15	Adjusted Contract Date	31-Jul-15

Reconciles the Contract Start Date noted in the issued Notice to Proceed with the Contract Start Date described in Section 00520

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fill/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorney's fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supercedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: X [Signature] by MGR DATE: X 7.16.15

**SECOND AMENDMENT TO THE HEALTH SERVICES AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF
COMMUNITY CORRECTIONS AND CORIZON, L.L.C.**

THIS SECOND AMENDMENT TO THE HEALTH SERVICES AGREEMENT (hereinafter the "First Amendment"), is effective this 1st day of July, 2015, by and between Corizon, Inc. f/k/a Correctional Medical Services, Inc. (hereinafter the "Contractor") and the Lexington-Fayette Urban County Government, Division of Community Corrections (hereinafter the "Division"). Contractor and the Division are collectively referred to herein as the "Parties".

WHEREAS, on January 26, 2012, the County and the Division entered into an Agreement ("Agreement") under which the Contractor assumed the responsibilities for the provision of certain healthcare services to inmates of the County; and

WHEREAS, on July 1, 2014, the parties executed First Amendment to the Agreement extending the Agreement from July 1, 2014 through June 30, 2016 ("First Amendment");

WHEREAS, the parties wish to add a provision for additional staffing and adjust compensation;

WHEREAS, the Division and the County desire to amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The Agreement stipulates that the cost of each subsequent year of the contract will be adjusted by the United States Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) for the South Region. The parties agree to adjust the compensation in Article IX of the Agreement based on this Consumer Price Index for the twelve months ending March of each year.
2. The parties stipulate that the CPI-U for the Medical Care component for the twelve months ending March 2015 is 1.89% in the South Region which amounts to a \$59,556.46 increase in the current annual base fees for Year 2015 of the Contract (July 1, 2015 through June 30, 2016).
3. The Division hereby agrees to fund an additional evening shift 1.0 Full Time Equivalent (FTE) ACA Coordinator with a total cost of \$49,812.00. The Staffing Matrix in Article II. Personnel of the Agreement shall be replaced with the Staffing Matrix Exhibit A attached hereto and incorporated herein by reference.
4. The Division agrees to modify the base compensation in Article IX of the Agreement from \$262,594.64 per month to \$271,708.68 per month based on the additional ACA Coordinator as mentioned above. This adjustment in compensation includes a 1.89% CPI

increase as well as additional monies for the Full Time (FTE) ACA Coordinator as mentioned above.

5. The following paragraphs shall be added at the end of Article IX Compensation:

9.4 Increases/Decreases in Inmate Population for Years 2015 and subsequent renewal years

(a) For the period defined as Year 2015 (July 1, 2015 through June 30, 2016), a per diem rate of \$.87 will be applied to the monthly base compensation for each inmate in excess of the applicable ADP of 1,200. In the event the ADP falls below 1,200, Contractor will issue the Division a per diem credit in the amount of \$.87 per inmate. This per diem credit or debit will be applicable to any subsequent years of the contract and shall be based on the change in medical care component of the CPI-U (South Region-quoted for March each year) as published by the Bureau of Labor Statistics.

(b) The average daily population counts are added for each day of the month and divided by the number of days in the month to determine the average daily inmate population. The excess, if any, over or under the stated inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Contractor or a credit due the Division for the month.

(d) This per diem is intended to cover additional costs in those instances where minor, short-term increases in the inmate population result in the higher utilization of routine supplies and services. No per diem credits or debits to the monthly base compensation shall be made if the applicable ADP is higher than 1,400 or lower than 1,000. The per diem is not intended to provide for any change in fixed costs, such as modifications in staffing positions, which might prove necessary if the inmate population exceeds 1,400 or falls below 1,000 for a period of ninety (90) consecutive days. In the event there is such an occurrence for the duration of ninety (90) consecutive days, Contractor and Division agree to renegotiate contractual staffing needs and the contract price due to Contractor.

6. All other terms and conditions of the Agreement and the First Amendment shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in their official capacity and with legal authority to do so.

CORIZON, L.L.C.

By: Scott Ky
Title: Executive VP / Chief Legal Officer

[Signature]
Witness
5/8/2015
Date

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT DIVISION
OF COMMUNITY CORRECTIONS

By: [Signature]
Title: Mayor

[Signature]
Witness
6/18/15
Date

APPROVED AS TO FORM
BY LEGAL COUNSEL
[Signature]

EXHIBIT A

STAFFING PLAN

Position	Hours per Week	FTE
<i>Day Shift</i>		
Administrator	40	1.00
Director of Nursing	40	1.00
Medical Director	40	1.00
Midlevel Practitioner	40	1.00
RN	112	2.80
LPN	136	3.40
Administrative Assistant	40	1.00
Medical Records Clerk	66	1.65
Dentist	20	0.50
Dental Assistant	20	0.50
<i>Evening Shift</i>		
RN	152	3.80
LPN	168	4.20
ACA Coordinator	40	1.00
<i>Night Shift</i>		
RN	112	2.80
LPN	152	3.80
Total Staffing	1,178	29.45

AMENDMENT

1. Parties

<p>ACCELA Accela, Inc. 2633 Camino Ramon, Suite 500 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadmin@accela.com</p>	<p>CUSTOMER - LFUCG Lexington-Fayette Urban County Government, Kentucky 101 East Vine Street, 4th Floor Lexington, Kentucky 40507 Attention: Kevin Wente T: 859.258.3436 F: N/A e-Mail: kwente@lexingtonky.gov</p>
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2. Effective Date Provided that LFUCG signs and returns this Amendment to Accela **no later than June 5, 2015**, this Amendment is effective as of the date of LFUCG's signature ("Effective Date").

3. Deliverables and Compensation The Statement of Work attached as Exhibit A to the Amendment dated May 9, 2014 between LFUCG and Accela, Contract No. R-210-2014, is deleted and replaced in its entirety with the Statement of Work, attached hereto as Exhibit A. The total amount payable under the Services Agreement is revised to \$1,348,632.20.

Deliverables	Fees
Professional Services and Expenses	\$1,348,632.20 ¹
Total of Professional Services Fees	\$1,348, 632.20

- 1 In exchange for the Professional Services, LFUCG will pay to Accela the amounts indicated in Exhibit A, Statement of Work, according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by LFUCG, and based on Accela's interpretation of the work to be performed. In addition to such amounts, LFUCG will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates.

4. Terms and Conditions
 - 4.1 Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by LFUCG.

 - 4.2 If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

Signature Page Follows

ACCELA


By: 
Signature

Colin M. Samuels
Print Name

Its Asst. Corp. Secretary
Title

Dated: 29 May 2015
Month, Day, Year

LFUCG

By: 
Signature

JIM GRAY
Print Name

Its LFUCG Mayor
Title

Dated: 6/15/15
Month, Day, Year

By: _____
Signature

Print Name

Title

Date

By: _____
Signature

Print Name

Title

Date

Exhibit Follows.

END OF DOCUMENT

EXHIBIT A

Statement of Work (SOW) document follows this page.

END OF DOCUMENT

Statement of Work

Lexington Fayette County Urban Government Implementation Building, Engineering, Planning (LFUCG)

Originally dated March 8, 2014 and revised on February 18, 2015

Version 2.0

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

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
3/5/2014	Gene Oh	1.0	Initial Draft
3/8/2014	Gene Oh	1.1	Added additional details
3/13/2014	Gene Oh	1.2	Modifications based on feedback from Kevin and Brian. Added Deliverable 21 and modified Appendix E,F,G.
3/18/2014	Gene Oh	1.3	Modifications and expansion of Deliverable 21 to 21A,B,C. Modification of pricing for interface work for Asset.
2/6/2015	George Calzat	2.0	Modifications for additional 10 record types

INTRODUCTION

OVERVIEW

Lexington Fayette County Urban Government (“LFUCG”) and Accela, Inc. (“Accela”) worked in collaboration during the week of February 10, 2014 in a Statement of Work (“SOW”) workshop. This exercise allowed Accela to have the unique opportunity to better understand the LFUCG processes and supporting components that would be part of this project. Accela used this collaborative effort to take a dive into each individual division, process, legacy system, interface, and data extractions. As such, Accela and LFUCG are better positioned to craft and price this SOW that will more accurately represent the work required for a successful implementation. The SOW is the primary source document that drives the project and having a more precise and accurate SOW will provide many benefits. Some of these benefits include the mitigation of many typical project risks, the ability to properly forecast the level of effort for each process, more accurately predict a feasible project schedule, defining the scope of work in greater detail, and reducing the need for future change orders. Finally, the work and details gathered during the workshop is relevant and will allow the Accela and LFUCG teams to start with an established foundation which will greatly benefit the analysis and configuration phases of the project.

The purpose of this project is to replace the current LFUCG silos of information and supporting systems with a single web-based application, online citizen access portal, and mobile solutions. The implementation of Accela products is designed specifically to meet the specific requirements and budget defined by LFUCG. Accela will utilize a best practice Implementation Methodology, and based on previous client interactions and industry knowledge, to promote a successful project that will meet LFUCG’s objectives. The following SOW will detail how Accela Services will implement the software you have purchased, including the major milestones and deliverables that will ensure a complete solution for LFUCG.

Accela is committed to providing a superior software solution, and deployment of the software, for the current and future needs of LFUCG. Accela will work with LFUCG staff to optimize Accela’s portfolio of software, best practices, and customer experience to enable LFUCG to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work originally dated March 8, 2014 and revised on February 18, 2015, sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by Accela to LFUCG.

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 LFUCG and Accela, identifying and monitoring project risks, and promoting strong project communication.

- **Dedicated LFUCG Participation** – LFUCG and Accela acknowledge that its staff must be actively involved throughout the entire duration of Services as defined in the agreed upon Project Plan. LFUCG and Accela will work to communicate any insufficient participation of resources through weekly Project Status Reports with real and potential impacts to the project timeline. Accela and LFUCG project managers will work with 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. Dis-satisfaction of any personnel will be documented by project management identifying issues. Examples of dis-satisfaction would include lack of responsiveness, lack of participation, lack of availability, etc. If issues continue either party has the right to request replacement of team member with a minimum of 2 weeks of services at no cost to the LFUCG for knowledge/project transfer. Please see Appendix A for a full description of participant resources.

- **Accela Implementation Methodology** – It is imperative to project success that LFUCG 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 LFUCG personnel participate in the analysis, configuration and deployment of Accela Automation in order for Accela to transfer knowledge to LFUCG. Once Post Production assistance tasks and all work remaining as part of this contract are completed by Accela Services, LFUCG 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 LFUCG manipulation of implemented scripts, reports, interfaces and adaptors outside of the scope of this agreement or subsequent change orders. Depending on the scope of the project, key knowledge transfer areas could include:
 - Configuration
 - Scripting
 - Batch scripts
 - Interfaces
 - Event Management Scripts
 - Reports and Forms

PROJECT TIMELINE

The total project duration is 12 Months.

Upon initiation of these Services, the Accela Project Manager will work with LFUCG Project Manager to collaboratively define a detailed 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 LFUCG project manager to update, monitor, agree, and communicate any modifications and will utilize Accela's Change Request Process. Accela project manager will not make changes to the dates on the project schedule without LFUCG consent or agreement.

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 LFUCG, or Accela challenges (changes in project sponsor, staffing level/availability, missed deadlines) may require a Change Order to reimburse Accela or LFUCG, depending on party responsible for the delay, for the additional costs associated with the delay, including, but not limited to, additional hours for project management, deliverable development and review.

PAYMENT TERMS

PAYMENT SCHEDULE:

Accela will perform the Services on a Deliverable payment basis based on: the nature and scope of the Services and associated Deliverables outlined in Appendix D, the expected staffing requirements, project schedule, Accela's and Customer's roles and responsibilities and the other assumptions set forth in this SOW. Accela's total price to perform the Services is \$1,348,632.20 (originally \$1,198,788.20) inclusive of expenses. Invoices will be sent as soon as Accela's Deliverable Acceptance form is signed by LFUCG.

Payment #	Amount	Description
1	\$119,239.10	10% Due upon signing
2	\$88,678.00	Progress Payment 1
3	\$88,678.00	Progress Payment 2
4	\$88,678.00	Progress Payment 3
5	\$88,678.00	Progress Payment 4
6	\$88,678.00	Progress Payment 5
7	\$88,678.00	Progress Payment 6
8	\$88,678.00	Progress Payment 7
9	\$88,678.00	Progress Payment 8
10	\$88,678.00	Progress Payment 9
11	\$88,678.00	Progress Payment 10
12	\$74,922.00	Progress Payment 11 (added in version 2.0)
13	\$74,922.00	Progress Payment 12 (added in version 2.0)
14	\$119,239.10	10% Retention
	\$1,275,102.20	Total
	\$73,530.00	Travel
	\$1,348,632.20	Total Travel and Services

CONTRACT SUM:

The total amount payable under this services Agreement is therefore \$1,348,632.20 (originally \$1,198,788.20).

PROJECTS PUT ON HOLD:

It is understood that sometimes LFUCG priorities are revised requiring LFUCG to place the Accela implementation on hold. LFUCG 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. The only exception to this policy is an 'Act of God' such as hurricane, flood, etc that LFUCG experiences in which case no termination clause will be executed unless LFUCG specifically requests it.

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. The amount of time will be negotiated on a case by case basis. 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 LFUCG 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.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

Scope and Timeline

- LFUCG and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- “Go live” (system is in production) timeline assumes timely completion of LFUCG deliverables (including finalization of requirements / use cases / product catalog), availability of key LFUCG resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) LFUCG deliverables may adversely impact overall implementation timeline.
- Project plan will be mutually agreed to by LFUCG/LFUCG and Accela project managers prior to to-be analysis stage. Overall project plan will be owned by LFUCG project manager.
- Accela will provide LFUCG Project Manager with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed for the upcoming weeks, 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 LFUCG will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. Sample templates are available to LFUCG upon request however the templates do not represent completed deliverables, they are just examples. These are implementation specific documentation that may include:
 - Analysis Documentation - As-is and to-be specification document.
 - Configuration Output Report – Configuration report that documents the components that are currently setup in the system.
 - Data Mapping Document – Data conversion mapping document.
 - Interface Specification Documents – Interface specifications with functional and technical guidelines.
 - V360 Configuration Document – Look and feel of the system configuration.
 - ACA Configuration Document – Documentation on the ACA configuration.
 - AMO Configuration Document – Mobile specific settings and queries documentation.
 - GIS Configuration Document – GIS related configuration document for AGIS and ArcGIS server configuration.

Training

- All on-site Accela-led training will be conducted at LFUCG facilities unless the training is one day or less in which case it may be conducted via webex.
- LFUCG will provide adequate training rooms/space with sufficient computing capability and network access as needed.
- LFUCG project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- LFUCG is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Accela is not responsible for making alternative arrangements for missed training.

- Each division will receive the same core instruction, customized to the division and role.
- LFUCG will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials. LFUCG will confirm the total number of training rooms needed for the project duration after LFUCG approval of the draft training strategy.
- LFUCG users will have basic computer skills. Accela is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
 - End users – proficient in Windows environment and Internet environment, as well as working knowledge of LFUCG business processes and functions.
 - Technical staff – in addition to the above skills, technical resources from LFUCG that will be involved with the implementation and support should have knowledge of:
 - Moderate to advanced technical knowledge of database design, database usage, syntax management, and java scripting.
 - Familiarity with existing system source data
 - Familiarity with existing system design and structure
 - Crystal Reports
- LFUCG may request “make-up” or remedial training sessions for initial training provided during system deployment, via the Change Order process for estimated staff hours per session at the specified hourly rate for each training category.

Testing

- Accela is responsible for testing the initial configuration of system
- LFUCG is responsible for writing User Acceptance Test Scripts. Accela will provide templates and samples so that LFUCG does not have to start from scratch.
- LFUCG staff are responsible for User Acceptance Test and System Integration Testing

Go Live and Go Live Support

- “Go Live” definition is that all the Accela software is up and running in production. Accela consulting resources will support LFUCG after “Go Live” until such time that LFUCG support is transferred to our Customer Resource Center. If LFUCG moves to production and the project has met the acceptance criteria, LFUCG is then deemed to have accepted the software. Accela consulting resources will support LFUCG after “Go Live”, until such time that LFUCG is transferred to support (21 calendar days in production).

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 of transition to Accela’s CRC. Transition to CRC will occur once all High Priority go-live issues have been resolved and all contractual obligations have been met.

PROJECT RESOURCING ASSUMPTIONS

LFUCG Resourcing

- Accela and LFUCG will provide dedicated project management throughout the course of the implementation.
- LFUCG’s Project Management team will maintain primary responsibility for the scheduling of LFUCG employees and facilities in support of project activities.

- LFUCG 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.

Accela Resourcing

- Accela has assumed that project team will need to be on-site as appropriate and mutually agreed upon. Additional on-site consulting will be at the mutual agreement of LFUCG and Accela Project Manager.
- Accela personnel will attend LFUCG executive steering committee meetings as requested by LFUCG.
- In the pricing, Accela has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Significant additional support requested by LFUCG 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 LFUCG, Accela will provide Project Management services throughout the project.

Third Party Resourcing

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

PAYMENT ASSUMPTIONS

General

- Invoices are due net 30 of the invoice date.
- Accela will invoice customer within 30 days of completing milestones and incurring expenses.

ACCELA SOLUTION ASSUMPTIONS

General

- Accela will implement the Accela Automation Cloud solution in accordance with the terms of the subscription agreement. The implementation will be based upon the feature set available in Accela Automation version 7.3. New features deployed by Accela in the subscription service during the project will be left turned off for LFUCG. New features will be reviewed as released LFUCG and Accela to determine feasibility and impact of incorporating the change into the project plan. If there is minimal impact to the project or project timeline every effort will be made to incorporate the new features.
- For use with Accela Citizen Access, LFUCG 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 ACH.
- LFUCG is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications. Please see Appendix G, for specifications on Hardware requirements. Please see Appendix F for Supported Operating Systems.
- Accela will be responsible for implementing a current functioning version of the application software at LFUCG
- LFUCG 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.
- LFUCG will provide Accela with access to test and development environments for each LFUCG system that requires integration with Accela Automation.

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 and LFUCG 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 LFUCG is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation phase where the configuration is complete must be available before Accela will begin the data conversion mapping effort.

Data Conversion Assumptions

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

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. We will be interfacing with onBase for EDMS and will require that the 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 LFUCG's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

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

Work Location:	101 E. Vine Street Lexington, Kentucky 40507
-----------------------	---

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

Name:	Kevin Wente
Title:	Administrative Officer Sr
Phone Number(s):	Office: 859.258.3436
Email:	Email: kwente@lexingtonky.gov

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, LFUCG must submit a written request to Accela specifying the proposed changes in detail. Accela shall submit to LFUCG 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 LFUCG prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is \$205 per hour.

EXPIRATION

The scope and terms of this SOW must be executed 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.

SIGNATURES

This Statement of Work may be signed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives as identified below.

AUTHORIZING SIGNATURE	
NAME	<i>Joe</i>
TITLE	<i>Mayor</i>
DATE	<i>6/15/15</i>

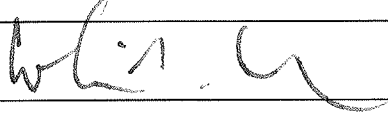
AUTHORIZING SIGNATURE	
NAME	
TITLE	
DATE	

AUTHORIZING SIGNATURE	
NAME	
TITLE	
DATE	

SIGNATURES

This Statement of Work may be signed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives as identified below.

AUTHORIZING SIGNATURE	
NAME	<i>Colin M. Samuels</i>
TITLE	<i>Asst. Corp. Secretary</i>
DATE	<i>29 May 2015</i>

APPENDIX A: PROJECT RESOURCES

LFUCG RESOURCES

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

LFUCG Resources	Description
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 LFUCG, • High-level oversight throughout the duration of the project, • Serving as the primary escalation point to address project issues in a timely manner.
Project Manager	Responsibilities include: <ul style="list-style-type: none"> • Overall administration, coordination, communication, and decision-making associated with the implementation;

	<ul style="list-style-type: none"> • Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within LFUCG; • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
Division/Departmental Business Leads	<p>A user representative for each affected divisions, Building, Engineering, Planning, 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.
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.
Technical Lead	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Primary responsibility for the technical environment during the software implementation; • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards; • Work with Accela technical personnel during implementation; • Maintain test and production databases; • Perform day-to-day maintenance of the system and install maintenance releases; • Act as the primary technical resource for troubleshooting problems; • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities.

ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with LFUCG. 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 LFUCG resources assigned to the effort.

The main roles are as follows:

Accela Resources	Description
Project Executive	<p>The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with LFUCG Executives monthly or upon request throughout the duration of the project.</p>
Project Manager	<p>The Accela Project Manager is responsible for the overall project management and works directly with the client along with LFUCG Project Manager 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>
Senior Implementation Consultant	<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 LFUCG staff,

	<ul style="list-style-type: none"> • Recommend industry best practices to LFUCG to enhance business processes, • Guide LFUCG on how best to configure the system based on past experiences and software expertise.
Implementation Consultant	<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. • Build activities within the project, such as conversion data mapping, creation of reports and interface specification.
Technical Consultant	<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.
Training Consultant	<p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>

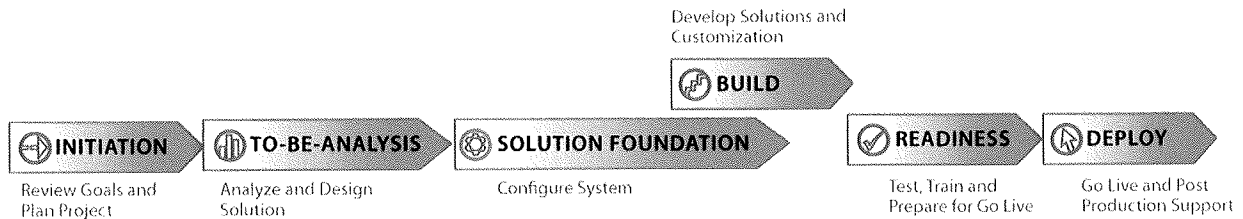
APPENDIX B - ACCELA IMPLEMENTATION METHODOLOGY

Accela will deliver its Services to LFUCG 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 LFUCG understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

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

To -Be ANALYSIS

Analysis is the second stage in the lifecycle. During the Analysis stage, Accela reviews existing LFUCG documentation, interviews LFUCG staff, and conducts workshops to understand the "To-Be" vision of LFUCG that can be executed with the aid of Accela Automation. It is during this Phase that Accela gains a deeper understanding of LFUCG processes and business rules; simultaneously, LFUCG 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 LFUCG "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 LFUCG 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. After moving to production, the Accela Automation applications will be transitioned to the Accela Customer Resource Center ("CRC") for ongoing support, after 21 business days. A formal transition will occur between the Services team and the CRC that instructs LFUCG on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center.

APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela, Inc.
YOUR NAME
YOUR TITLE
Tel:
Fax:

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 1

Signature 2

Project Manager

Title 2

Date 1

Date 2

APPENDIX D – DETAILED SCOPE

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

STAGE 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 LFUCG 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 LFUCG and Accela after the signing of the Statement of Work.

In conjunction with LFUCG 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
- Review Project Status Report Template format
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from LFUCG and Accela
- Finalize an integrated project plan that includes detailed resource allocation for all tasks (in cooperation with LFUCG Project Manager)
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan and communication 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 for each Phase:

Deliverable 1

- Initial Project Charter
- Detailed Baseline Project Plan
- Project Status Report Template
- Project SharePoint Site
- Project Kickoff Presentation
- Core Team Training (2.5 days), onsite, up to 14 students

Accela Responsibilities:

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

LFUCG 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 LFUCG 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
- Review and acceptance of the Detailed Baseline Project Plan
- Review and acceptance of the Project Charter
- Completion of the Project Kickoff Meeting
- Completion of Core Team Training

STAGE 2 – TO-BE ANALYSIS

To-Be Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for LFUCG. 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 LFUCG's business processes to be configured in the Accela Automation Solution Foundation, including the following topics:

- Process Overview
- Intake Process, user defined and required fields
- Required/Optional Review Tasks
- Issuance requirements
- Inspection Types, scheduling and checklists
- Workflow and processing requirements
- Fees – types, processing and schedules
- Citizen Portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments
- Electronic Document Review and Markup

The To-Be Analysis Sessions and To-Be Analysis Document(s) will include the high-level requirements related to the following deliverables. However, the specifics for each deliverable will be discovered and documented later in the project as they are dependent on the completion of the Solution Foundation milestone. **(Example:** Discovery of LFUCG requirement for a Receipt Report is documented during Phase 2: To-Be Analysis, however, the specific report specification and requirements is completed in the Report Specification deliverable)

A total of 40 (forty) rather than the original 26 (twenty six) Business Processes are in scope for this project. A business process is a record type and includes the supporting sub processes. See Appendix E for the business processes.

The Project Team, consisting of representatives from both Accela and LFUCG, 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 prototypes of 8 (eight) select processes, agreed to by LFUCG, 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 LFUCG.

DELIVERABLE 2: TO-BE ANALYSIS SESSIONS

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

In conjunction with LFUCG 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 LFUCG 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 LFUCG Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions

Accela Responsibilities:

- Provide timely and appropriate responses to LFUCG'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

LFUCG Responsibilities:

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

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

DELIVERABLE 3: TO-BE ANALYSIS DOCUMENT(S)

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 2: To-Be Analysis Sessions. This document(s) will serve as the 'blueprint' for processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with LFUCG for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for 30 mutually agreed upon To-Be 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 LFUCG.

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

- To-Be Analysis Document(s)

Accela Responsibilities:

- Provide timely and appropriate responses to LFUCG'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 LFUCG's business processes to be included in the Solution Foundation

LFUCG 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
- For each Document, LFUCG will have 7 business days to conduct initial review of the To-Be Analysis Document(s). Written approval by LFUCG & LFUCG will be the acceptance criteria. 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 3: 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
- Accela Automation Solution Foundation Document

Accela Responsibilities:

- Provide timely and appropriate responses to LFUCG's request for information
- Configure the foundational components as defined in the To-Be Analysis Document(s)
- Present the solution foundation for each module to LFUCG team or management

LFUCG Responsibilities

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate LFUCG key users and content experts to participate in creating the system in an effort to learn about the system to facilitate knowledge transfer
- Work with Accela to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s)
- Accela will work with LFUCG to 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)
- For each Business Process, LFUCG will have 7 business days to conduct initial review of the Solution Foundation. If no changes or comments are requested within the 7 days, the milestone is considered approved by LFUCG. 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 LFUCG. Similar to the Configuration Stage, it is critical that appropriate LFUCG representatives are involved in each step of the process to ensure success.

DATA CONVERSION

Data conversion of historic/legacy data from LFUCG 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 LFUCG staff to ensure a successful transition of data. Specifically, the Accela team will work with LFUCG 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 LFUCG 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 LFUCG will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be conducted by Accela personnel with assistance from LFUCG. Once the data mapping has been defined, Accela will ask that a representative of LFUCG 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 ASSUMPTIONS FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA'S CONVERSION APPROACH.**

DELIVERABLE 5: HISTORICAL DATA CONVERSION ANALYSIS

We will be doing analysis on the current BI system, one master Planning spreadsheet, and one master Engineering spreadsheet. Upon receipt of LFUCG's Legacy data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of LFUCG's historical data into Accela Automation.

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

- Historical Data Conversion Mapping Document will be developed

Accela Responsibilities:

- Work with LFUCG 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

LFUCG Responsibilities:

- Provide historical data in acceptable formats
- Must compile all historical data to be converted for Planning and Engineering into a single spreadsheet respectively.
- 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 6: HISTORICAL DATA CONVERSION DEVELOPMENT

Upon LFUCG approval of the Historical Data Conversion Specifications document, (Deliverable 5), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the data from LFUCG, Accela 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 LFUCG's AA test database environment
- Each data conversion will include up to three (3) conversion loads for client testing, this does not include the data runs that are used for Accela unit testing
- Validate the successful completion of the migration of historical data into LFUCG's test environment

LFUCG Responsibilities:

- Providing the legacy data source in an acceptable 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
- Validation of the data loaded in the Accela test environment by LFUCG

Acceptance Review Period:

- Ten (10) business days total

SYSTEM INTERFACES

For each interface, the Accela technical lead will work together with LFUCG'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. LFUCG responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, LFUCG 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/Mapping and Data Conversion Development for each Legacy system that will be have data converted to Accela within the scope of this implementation.

System Name	Description
OnBase	Electronic Document Management System – currently existing OnBase interface is available as a baseline. Additional changes will be necessary to add required indexes and online functionality.
LexCall	Lexington's 311 system. Complaints/Service requests will come in through LexCall and updated upon completion. Currently existing interface for Water can be utilized and expanded upon to include complaint routing for the respective groups.

PeopleSoft	Financial interface.
epay	Electronic payment for online transactions.

DELIVERABLE 7: INTERFACE ANALYSIS AND DEVELOPMENT

In order to determine LFUCG requirements for these interfaces, 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 interfaces is dependent on the assistance of LFUCG's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system.

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 LFUCG's request for information
- Conduct Interface Analysis sessions
- Work with LFUCG 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

LFUCG 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 LFUCG 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

DELIVERABLE 8: BUSINESS PROCESS VALIDATION AND AUTOMATION

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 LFUCG 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 LFUCG 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)

Accela will work with LFUCG to define a required list of scripts during Analysis. The defined scripts for each business process will be in their respective to-be Analysis documentation. These automation scripts will also be tracked in SharePoint in a script tracker, assessed a level of effort for development, and categorized as either: business process critical or an efficiency improvement. Any scripts with a level of effort of 4 hours or less for analysis and development will not have a design specification document created and instead will be defined only in the Analysis documentation and the script tracker. Any scripts of greater complexity will require a specification document that LFUCG will approve prior to development.

- Critical business process automation includes:
 - Currently existing automation utilized by LFUCG for validation or completion of a business process in existing legacy systems.
 - Automation of fee calculations on record creation for back office and online applications or renewals.
 - Renewal related automation, including:
 - Batch renewal scripts to automate setting the expiration status and sending an email on the impending renewal to the applicant.
 - Creation of renewal record from license record with general information copied over to allow for ACA renewal processing. Automation of email to applicant on readiness of renewal and instructions on completing the renewal online.
 - Any automation required to successfully complete a business process to meet the time constraints of a service level agreement.
 - Reasonable validation automation to streamline current processes and provide improved customer service.
 - Amendment scripting to allow the update of an application.
- Efficiency improvement automation includes:
 - Scripted automated emails to improve communication. Non-scripted emails as part of workflow status changes can be built out of the box as part of standard configuration.
 - Validation of data entry fields for normalization purposes.
 - Validation scripting to check for user error on data input.
 - Workflow task scripting. The completion of workflow tasks automatically from user or citizen input not resulting from direct workflow task manipulation.
 - The scripting of fee recalculation. Any out of the box fee recalculation is part of standard configuration.
 - Amendment record scripting to allow for updating an existing license or renewal. Application based amendments are included above as critical.

Accela will develop those types of scripts deemed to be critical for business automation as defined supra. Accela will not be deemed responsible for the delivery of the entirety of the efficiency automation scripts. Accela will be responsible for up to 266, originally 200 in version 1.0, hours of development for any EMSE or Expression Builder scripts that are non-critical in nature. The list of scripts must be finalized by the conclusion of solution foundation. Any additional scripts identified after the solution foundation phase must draw from the pool of additional scripting hours regardless of categorization. Accela project management and LFUCG will work with LFUCG to determine the categorization of automation utilizing a reasonableness standard.

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

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

Accela Responsibilities:

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

LFUCG 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 LFUCG
- Demonstration of all developed script within the system to LFUCG

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 LFUCG wishes to print as identified during configuration analysis. The Configuration Document will define the reports and documents that are required by LFUCG 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, (Accela Automation Database Schema Fundamentals) on the database and the selected report writing tool is completed, LFUCG 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 that requires some calculations and summaries. Examples include forms and transaction reports (receipts, permits,

inspection tickets, journals, logs. 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 at LFUCG'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 9: REPORT SPECIFICATIONS

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

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

- 5 High Complexity
- 15 Medium Complexity
- 10 Low Complexity

Prior to the development of a report LFUCG will approve report design specification documents that will be created jointly by LFUCG 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, custom reports developed by Accela that include run-time parameters to allow similar reports to be combined, and the development of other reports by LFUCG after training, 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

LFUCG 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. LFUCG will not unreasonably withhold acceptance if LFUCG requests changes to the reports specifications after the initial signoff of the specification by LFUCG
- LFUCG will have 10 business days to review the Report Specification Documents. If no changes or comments are requested within the 10 days, the Report Specification Documents are considered approved by LFUCG

DELIVERABLE 10: REPORT DEVELOPMENT

Accela will develop custom documents/letters/reports per the specifications developed and approved in Deliverable 9, 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 30 documents/letters/custom reports per the Report Specification Documents

Accela Responsibilities:

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

LFUCG 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 11A: ACCELA GIS CONFIGURATION

Accela will install and configure Accela GIS to link and leverage existing LFUCG 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:

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

During GIS installation, Accela's technical staff will work with LFUCG 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. Specifically, Accela will setup a VPN tunnel from the Accela Cloud to LFUCG GIS map services in order for communication between environments to occur. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment and its connectivity to LFUCG's existing GIS environment.

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

- Accela GIS installed and configured per LFUCG requirements
- 4 Proximity Alerts
- 4 Attribute Mappings
- 4 Dynamic Themes
- GIS Admin Training (8 hours), onsite or remote, up to 7 students

Accela Responsibilities:

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

LFUCG Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule
- 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 and production

DELIVERABLE 11B: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on LFUCG Dev or Test site per the Requirements gathered in the To-Be Analysis Phase. Accela will work with LFUCG 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 LFUCG 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 Specifications Document (MS Word)
- Accela Citizen Access Admin Training (1 day), onsite or remote, up to 7 students

Accela Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments
- Work with LFUCG to determine which services to expose to the public via Accela Citizen Access
- Create configuration specification for Accela Citizen Access based on analysis with LFUCG
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access

LFUCG Responsibilities:

- Validate that the configuration specification for Accela Citizen Access meets LFUCG 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 Specification Document
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s)

Acceptance Review Period:

- Ten (10) business days

DELIVERABLE 12: 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.

Analysis activities with LFUCG 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 LFUCG
- Configure Accela Mobile Office based on approved specifications document
- Demonstration of application in a mobile office environment

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 13: 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 LFUCG 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 3 (three) 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, Adobe Connect, phone, and in person to gather and validate analysis input.
- Build the user experience components as discovered during workshops

LFUCG Responsibilities:

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

Acceptance Criteria:

- Completion of 3 (three) V360 User Experience Workshops

STAGE 5 – READINESS

DELIVERABLE 14: ADMINISTRATIVE TRAINING

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

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

- Accela Automation Admin Usage (7 days), onsite or remote, up to 10 students
- Accela Automation Database Schema Fundamentals (1 day), onsite or remote, up to 7 students
- Accela Automation Event Manager Scripting – Basic (2 days), onsite or remote, up to 7 students
- Accela Automation V360 User Experience (2 days), onsite or remote, up to 10 students
- Accela Automation Advanced Fees (1 day), onsite or remote, up to 7 students
- Accela Ad-Hoc Reporting (1/2 day), onsite or remote, up to 7 students

Accela Responsibilities:

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

LFUCG 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 LFUCG 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 15: REPORT WORKSHOP

Accela will provide training and onsite support in a "hand's on", report development workshop. Our aim is to educate LFUCG resources on all aspects of report writing in Accela Automation in an effort to ensure LFUCG is self-sufficient. This allows LFUCG to best react to changing requirements and ongoing maintenance, which can allow LFUCG to be reactive and significantly reduce system maintenance costs over time. Up to seven (7) LFUCG staff may attend the Report Workshop.

Please note, Accela does not train on the use of 3rd party tools, specifically, report development tools. Accela assumes that LFUCG staff have appropriate training and/or experience with the 3rd party report development tool of choice. (Example: Crystal Reports, Microsoft SQL Reporting Services, etc.)

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

- Four-Day, onsite Report Workshop

Accela Responsibilities:

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

LFUCG Responsibilities:

- Select and prepare the power-users and/or admin staff who will be participating in the workshop
- Provide suitable LFUCG facilities to accommodate training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Completion of 4-day Report Workshop

DELIVERABLE 16: TRAIN THE TRAINER

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

End User Training should be coupled with LFUCG delivering supplementary user training to its staff using the core Use Cases documented in each To-Be Analysis Document. Accela recommends LFUCG adopt the "80/20 rule" for

training, focusing the majority of their training on 80% of what LFUCG normally does operationally. The recommended supplementary training conducted by LFUCG can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current and comprehensive training documentation in a format that can be customized by LFUCG.

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

- Accela on-site instructor-led 5 day Train-the-Trainer course sessions delivered per the agreed-to schedule

Accela Responsibilities:

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

LFUCG Responsibilities:

- Identify LFUCG resources who will receive the training and who have the skills to perform as "trainers", if required.
- Provide a training room at LFUCG facilities to conduct the training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

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

DELIVERABLE 17: CITIZEN ACA TESTING

This deliverable consists of providing a testing workshop for select citizens. LFUCG would seek out and select citizens to participate in this testing process. Those citizens would work with Accela staff to test the system. Accela will provide minimal training to the citizen testers and allow them to simulate their business processes in ACA. They will create accounts, update user profiles, search historical data, and create application submissions. The citizens will then be asked to provide feedback on the system.

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

- Accela on-site personnel conducting the Citizen ACA Testing workshop to be delivered per the agreed-to schedule.

Accela Responsibilities:

- Coordinate with LFUCG to define training schedule and logistics
- Provide Citizen ACA Testing workshop
- Perform post-training evaluation(s) to collect feedback
- Provide written summary of findings, issues, and recommendations

LFUCG Responsibilities:

- Coordinate with Accela staff to define training schedule and logistics
- Identify and invite citizens to take part in the ACA Testing

- Provide a training room at LFUCG facilities to conduct the training classes

Acceptance Criteria:

- Execution of 1 Citizen ACA Testing workshop

DELIVERABLE 18: USER ACCEPTANCE TESTING (UAT)

This deliverable is comprised of the assistance Accela will provide to allow LFUCG to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist LFUCG 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 support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that LFUCG devote ample time and resources to this 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 LFUCG, and coordination of resources is critical. At this point in the implementation process, LFUCG 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 LFUCG as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. Accela will address and rectify issues discovered during the UAT process as LFUCG staff executes testing activities. Accela will work with LFUCG to develop a test plan and deliver up to 4 sample test scripts, as well as an issue log to track the progress of testing. Accela will plan for the following:

- Deliverable 18 – 4 weeks of User Testing

LFUCG and Accela agree that this deliverable is critical to project success and that adequate staffing is required in order to successfully test the system, end to end, and resolve all issues prior to go-live. LFUCG and Accela will work to identify and resolve any staffing issues as they occur as previously mentioned in the Statement of Work.

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

- Resolution of issues resulting from LFUCG 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 LFUCG in up to 4 weeks 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

LFUCG Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate LFUCG key users and content experts to participate in user acceptance testing as defined and managed by LFUCG
- Develop the User Acceptance test scripts with oversight of Accela and sample scripts

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

Acceptance Criteria:

- Completion of UAT with LFUCG signoff that the system is ready for go-live

STAGE 6 - DEPLOY

DELIVERABLE 19: PRE GO-LIVE SUPPORT

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily LFUCG usage. This date will be agreed to by both Accela and LFUCG at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

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

- Deployment support prior to moving to Production
- Setup of Integration points in Production
- Setup final reports in Production
- Setup all final components of solution in Production
- Final Conversion run during cutover
- Accela Automation used in Production environment for LFUCG daily use

Accela Responsibilities:

- Provide resources to support the move to Production effort.
- With assistance from LFUCG, lead the effort to transfer the system configuration and any required data from Support to Production
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

LFUCG Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to Accela's request for information
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Make available the appropriate LFUCG key users and content experts to participate in user acceptance testing as defined and managed by LFUCG

Acceptance Criteria:

- Deployment support prior to moving to Production
- Production system is first used by LFUCG for daily use

DELIVERABLE 20: GO-LIVE SUPPORT AND TRANSITION TO CUSTOMER RESOURCE CENTER (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 work with LFUCG to identify and address issues during this period using a Post Production Issues List. This list will be comprised only of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela. Issues that are not remaining work or directly related to requirements defined during this implementation will be the responsibility of LFUCG. Examples of issues LFUCG is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures and/or custom documentation 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.

After the first 21 business days of go-live, Accela will disable the issue tracking list for new issues and work to resolve all remaining in scope issues. Once all issues that are not classified as a software bug are resolved, a formal meeting will be scheduled with LFUCG, Accela Services Team, and Accela CRC for the purpose of transitioning support of future issues, questions, and known bugs to Accela CRC. All requirements identified in the Statement of Work will be met before transitioning to the Accela CRC.

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

- 2 (two) staff onsite for week one of go-live (4 days), 1 (one) staff onsite for week two (3 days) and
- Finalized post production issues list
- Transition of LFUCG from Services team to Customer Resource Center for ongoing support once all contractual requirements are completed.

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 once contractual issues are resolved.

LFUCG 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 LFUCG key users and content experts to participate in user acceptance testing as defined and managed by LFUCG.

Acceptance Criteria:

- Completion of post-Production support including the resolution of all high priority post production issues.
- Official transfer from the Accela Services project team to the Customer Resource Center (CRC).

DELIVERABLE 21A: ESTABLISH AND UPLOAD LFUCG ASSET HOSTED ENVIRONMENT

Accela will establish three environments for the Agency, Support (Dev), Staging (Test) and Production. These make up the LFUCG Accela hosted environment.

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

- Setup of 3 hosted environments
- Restore of LFUCG databases to each hosted environment

Accela Responsibilities:

- Establish support, staging and production environments.
- Move master LFUCG configuration from Development to Support on the hosted environment
- Load reference and transactional data currently setup in the LFUCG development, test, and production environments.

Agency Responsibilities:

- Assist in the identification and preparation of data that should migrate to the hosted environment.

Acceptance Criteria:

- LFUCG can log on to and use the support, staging, and production environments
- LFUCG has validated that both reference data and transactional data was moved to hosted environments appropriately.
- Performance in the hosted environment falls within the metrics identified in the hosting agreement
- All outstanding issues with the hosted environments have been resolved.

DELIVERABLE 21B: UPDATED ASSET REPORTS REFERENCING THE HOSTED ENVIRONMENT

LFUCG will update all reports to hosted environment reporting structure which will either be Oracle Reports or Crystal Reports. Accela will provide a report workshop and training sessions on report development in Deliverable 14 and 15 above.

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

- Verification that every report has been redirected, tested and working in the hosted environment.

Accela Responsibilities:

- Accela will validate and test all reports on the hosted environments.

Agency Responsibilities:

- Create reports in compatible hosted format.
- Validate and test reports in hosted environment.

DELIVERABLE 21C: LFUCG ASSET INTERFACE DEVELOPMENT

Accela will setup existing web based interfaces to work in the hosted environment. The list of interfaces includes PACP, MACP, Smoke Test, eNotification, LexCall, OnBase, WQSP, Asset Documents, and CTIMS.

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

- Pipeline Assessment & Certification Program Interface
- Manhole Assessment & Certification Program Interface
- Water Quality Sampling Point Interface
- Smoke Test Interface
- eNotification Interface
- Asset Documents Interface
- Capacity Tracking IMS Interface
- LexCall 311 Interface
- OnBase Electronic Document Management System Interface

Accela Responsibilities:

- Provide written hosted location (ports) to all interface vendors
- Analyze and document Interface modifications in specification documentation
- Develop and deliver compatible hosted environment Interfaces
- Work with LFCUG to ensure interfaces are working as required
- Resolve all outstanding issues associated with the interface setup

Agency Responsibilities:

- Work with the Contractor to ensure interfaces are working as required
- Assist with issue resolution associated with interface setup

Acceptance Criteria:

- Each interface is deployed and has been successfully tested in the hosted environment. Data is successfully being passed from LFCUG hosted interface points to Accela and Accela is passing data back appropriately as per the interface specification documentation

APPENDIX E: RECORD TYPES

Department	Record Types
Building	
Building	Cell Tower
Building	Certificate of Occupancy
Building	Change Outs
Building	Co-Locate
Building	Commercial Accessory
Building	Commercial Addition
Building	Commercial General
Building	Commercial HVAC
Building	Commercial New Construction
Building	Commercial Remodel
Building	Contractor Registration
Building	Contractor Registration Application
Building	Contractor Registration Renewal
Building	Demolition
Building	Electrical
Building	Fence - Retaining Wall
Building	Fire Loss
Building	Paving
Building	Permit Extension
Building	Residential Accessory
Building	Residential Addition
Building	Residential General
Building	Residential HVAC
Building	Residential New Construction
Building	Residential Remodel
Building	Sidewalk Café
Building	Signs
Building	Swimming Pool
Building	Temporary Structure
Planning	
Planning	Board of Adjustment
Planning	Cell Tower
Planning	Major Development Plan
Planning	Major Subdivision
Planning	Minor Development Plan
Planning	Minor Subdivision Plan
Planning	Zone Change (Map Amendment)
Planning	Zone Change Early Filing Request
Planning	Zoning Compliance Permit
Engineering (New Development)	
Engineering (New Development)	Capital Projects
Engineering (New Development)	Land Disturbance (will be broken into 4)

APPENDIX F: SUPPORTED OPERATING SYSTEMS

Accela Automation Component	Operating System					
	Windows XP SP3 (32 bit)	Windows 7 (32 bit or 64 bit)	Windows Server 2008 (R2 64 bit (x64)) - recommended	Android	Apple iOS	Windows Phone
Accela Automation Client (end-user workstation)	√	√				
Accela Automation Web Server			√			
Accela Automation Application Server			√			
Accela Citizen Access Web Server			√			
Accela Citizen Access Client	√	√			√	
Accela Mobile Citizen Access Client	√	√				
Accela GIS Application Server			√			
Accela Mobile Office Client (laptop)	√	√				
Accela Mobile Office Client (tablet)	√	√				
Accela Wireless Server			√			
Accela Mobile Office Server			√			
Accela IVR Application Server			√			
Accela Analytics					√	
Accela Code Officer					√	
Accela Inspector				√	√	√
Accela Work Crew					√	

APPENDIX G: HARDWARE REQUIREMENTS

Host Name	Processor	RAM	Hard Drive	Network	Notes
Accela Automation Client	Pentium dual core processor, 3GHz	2 GB	2GB free space	Internet connection	
Accela Automation Web Server	Multicore Intel Processor (single or multisoocket). 2vCPUs if virtualized	8 GB	RAID-1 (or better) storage with 8 GB free space	1 Gbps NIC	Additional servers for load balancing and high availability if needed
Accela Automation Application Server	Multicore Intel Processor (single or multisoocket). 2vCPUs if virtualized	8 GB	RAID-10 storage with 20 GB free space	1 Gbps NIC	
Database Server	Multicore Intel processor w/ large (preferably multisoocket) processor cache	16 GB	<ul style="list-style-type: none"> Oracle: RAID-10 storage sufficient to hold historical data and new data. Microsoft SQL Server: RAID-10 storage for database log files sufficient to hold peak log file generation rate. 	1 Gbps NIC (teamed aggregates recommended)	Use as many disk spindles (minimum 8) as possible so that disk I/O is not a bottleneck.
Accela Citizen Access Web Server	Multicore Intel Processor (single or multisoocket). 2vCPUs if virtualized.	6 GB	RAID-1 (or better) storage with 8 GB free space	1 Gbps NIC	Additional servers for load balancing and high availability if needed
Accela GIS Application Server	Multicore Intel Processor (single or multisoocket). 2vCPUs if virtualized.	6 GB	RAID-1 (or better) storage with 20 GB free space	1 Gbps NIC	Additional servers for load balancing and high availability if needed
Accela Mobile Office (client)	Intel Pentium or Intel Centrino dal core processor	2 to 4 GB	40 GB	Wireless card (not necessary if AMO client use is offline/ store and forward mode)	Devices tested: <ul style="list-style-type: none"> • Motion Computing J3500 • Motion Computing F5v • Panasonic Toughbook CF-19 and H1 • Dell E6400 XFR • Asus Eee Slate EP121
Accela Mobile Office (server)	Multicore Intel Processor (single or multisoocket). 2vCPUs if virtualized.	6 GB	RAID-1 (or better) storage with 10 GB free space	1Gbps NIC	
Accela IVR Application Server	Multicore Intel Processor (single or multisoocket). 2vCPUs if virtualized.	6 GB	RAID-1 (or better) storage with 20 GB free space	1Gbps NIC	Additional servers for load balancing and high availability if needed

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 7th day of July 2015, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer, ("CDO "), and THE North Limestone Community Development Corporation ("Organization"), 714 North Limestone Street, Unit B , Lexington, Kentucky 40508, with an effective date of July 1, 2015.

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on July 1, 2015, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. In consideration for the Organization providing the services more particularly described in the Addendum attached hereto and incorporated herein by reference, the Government shall pay the organization the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), one fourth (1/4th) of which shall be payable each quarter, within ten (10) days after receipt of the report required in Paragraph 6 herein, July to June, inclusive.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required thereunder.

4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it has filed federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the most recent tax year for the Organization have been registered by the Organization in the office of the CDO , and the Organization shall not be compensated unless and until such registration has taken place.

6. The Organization shall, at the end of each quarter and by no later than the 10th working day of the succeeding quarter, on such forms as the CDO shall provide, submit to the CDO : a report containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter (a) a description of the service provided,

including the costs of providing services and the quantity and quality of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B and incorporated herein by reference (or a similar form created and provided to Organization by the Government); and (c) an invoice requesting compensation for the services provided during the preceding quarter. Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization for each quarter of the Agreement shall not be paid unless and until Organization submits the satisfactorily completed quarterly report and invoice required hereunder. In addition, Organization shall be required to present a progress report as to its activities annually before the Urban County Council's Budget, Finance & Economic Development Committee, or as otherwise instructed by the Government.

7. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization at all reasonable times, and if it desires, it may have the books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in

which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Organization shall adopt a written sexual harassment policy, which shall at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where the organization conducts business. This policy shall be submitted to the Office of the Mayor for review within thirty (30) days of the execution of this Agreement.

11. The Organization agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit shall be submitted to the Government within ten (10) days of completion.

12. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

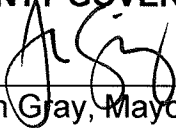
Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
 - (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
 - (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.
- D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

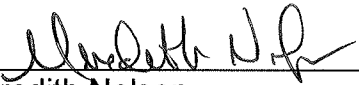
13. This instrument, and the Addendum incorporated herein, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: 
Jim Gray, Mayor

ATTEST:


Meredith Nelson
Clerk of the Urban County Council

NORTH LIMESTONE COMMUNITY DEVELOPMENT CORPORATION

By: 
Griffin Van Meter
Chairman

ATTEST:


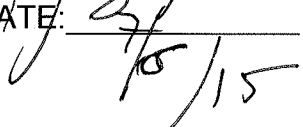

WITNESS/DATE: 
10/15

EXHIBIT "A"

Lexington/Fayette Urban County Government

Addendum for Services
North Limestone Community Development Corporation

Scope of Work

Local Contribution

During Fiscal Year 2016 (July 1, 2015 through June 30, 2016) the North Limestone Community Development Corporation (NoLi CDC) will use these funds to:

- Provide positive quality of life experiences for people living or visiting the North Limestone area
- Support neighborhood business growth in the North Limestone area
- Develop public art projects in the North Limestone area.
- Promote the North Limestone area as a unique and vibrant place for business, residential life and entertainment.
- Act as a conduit for information sharing.
- Serve in a leadership role to promote the North Limestone area as an important center of the community and region.
- Work to solve existing challenges in the North Limestone area on a wide range of topics.
- Coordinate and implement a variety of events and activities to draw people to the North Limestone area.
- Act as a promotional outlet for North Limestone area retailers and restaurants.
- Assist with economic development efforts in Lexington.
- Work to assist in creating an environment that is conducive to creating a unique and vibrant place.

EXHIBIT "A"

Lexington/Fayette Urban County Government

Addendum for Services
North Limestone Community Development Corporation

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
ECONOMIC DEVELOPMENT PARTNER AGENCY QUARTERLY REPORT
FISCAL YEAR 2016**

Economic Development Partner Agency:

North Limestone Community Development Corporation

Date:

Put Submission Date Here

Outcome Evaluation

Using this Addendum "B" to the North Limestone Community Development Corporation(NoLi CDC) Purchase of Service Agreement, please demonstrate progress towards stated goals and initiatives

NOTE: If there have been changes to your Lexington-Fayette Urban County Government funded program(s) necessitating amendment of your approved outcomes, please contact Kevin Atkins, Chief Development Officer, 859.258.3110 (or email at katkins@lexingtonky.gov) to discuss the proposed amendments.

**Provide Positive Quality of Life Experiences for People Living or Visiting the
North Limestone Community**

1. Describe activities during the past quarter led by NoLi CDC that helped promote the quality of life for people living or visiting the North Limestone community.

ANSWER (1) HERE

2. How many and what type of events has NoLi CDC hosted to bring people into the North Limestone Community? Provide an estimate of attendance at each of those NoLi CDC hosted/sponsored events?

ANSWER (2) HERE

3. How have the NoLi CDC events assisted the economic development efforts of both the North Limestone community and the Lexington community as a whole?

ANSWER (3) HERE

Public Space Improvements

1. Describe the efforts during the past quarter to develop the public art project on the Kentucky American Water retention tank on York St. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (1) HERE

Describe efforts taken during the past quarter to develop the second public art project for the Noli area. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (2) HERE

Describe efforts during the last quarter to conduct a Feasibility Study to convert the 700 block of Bryan Avenue to a Permanent Public Space/Plaza. During the first submission, describe benchmarks and deadlines for the completion of the Feasibility Study. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (3) HERE

Describe efforts taken during the last quarter to implement infrastructural improvements to the North Pole Garden. During the first submission, describe benchmarks and deadlines for the completion of the North Pole Garden Infrastructure. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (4) HERE

Describe efforts taken during the last quarter to develop other public space initiatives as directed by the North Limestone Cultural Plan. List specific initiatives developed and provide benchmarks and deadlines for completion. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (5) HERE

Neighborhood Business Growth

List recipients of Neighborhood Business Startup Grants during the last quarter. For businesses funded previously, list their current number of employees and describe their type of business. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (1) HERE

Describe efforts during the last quarter to include members of the community in the selection process. Describe growth of the community participants when compared with the last quarter. If finished, please note COMPLETE and attach documentation of completion.

ANSWER (2) HERE

Existing Challenges

1. What challenges were identified in the previous quarter in regard to the promotion of making North Limestone an important and vibrant area for the community and region?

ANSWER (1) HERE

2. What solutions were proposed and provided by NoLi CDC to those challenges?

ANSWER (2) HERE

Mission Statement: We are a Non-Profit Organization working on the Livability of the North Limestone Corridor

Please provide the measures of success during the most recent quarter based on the NoLi CDC Mission Statement. Describe how those have improved from the previous quarter.

ANSWER HERE

Describe Efforts to Diversify Dependence on Yearly Funding from the Lexington-Fayette Urban County Government. What percentage of your program funding is provided by the Lexington-Fayette Urban County Government?

ANSWER HERE

CERTIFICATION

As the Chair or Chief Executive Officer (or equivalent) of this agency, I certify that the information provided in this Quarterly Report is true and complete to the best of my knowledge and belief.

I further agree that funds received from Lexington-Fayette Urban County Government will be used for the purposes for which they were requested and approved, and that the agency will comply with the requirements set forth in the application and the approved Purchase of Service Agreement and Addendum(s).

Name:

INSERT NAME HERE

Title:

INSERT TITLE HERE

Date:

INSERT DATE HERE

THIS REPORT AND ANY REQUIRED ATTACHMENT(S) ARE DUE IN THE OFFICE OF THE CHIEF DEVELOPMENT OFFICER NO LATER THAN:

1ST QUARTER: OCTOBER 14, 2015

2ND QUARTER: JANUARY 14, 2015

3RD QUARTER: APRIL 14, 2015

4TH QUARTER: JULY 14, 2015

THIS REPORT SHOULD BE COMPLETED AND SUBMITTED VIA EMAIL TO THE OFFICE OF THE CHIEF DEVELOPMENT OFFICER ALONG WITH QUARTERLY FUNIDNG REQUEST INVOICE TO:

Kevin Atkins

Chief Development Officer

Lexington-Fayette Urban County Government

katkins@lexingtonky.gov

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made and entered into the 7th day of July 2015 (the “Effective Date”) by and between Fayette County Public Schools (“FCPS”) and Lexington-Fayette Urban County Government (“LFUCG”) (individually, each a “Party” and collectively, the “Parties”).

RECITALS

1. FCPS is willing to provide temporary transportation service in the form of two school buses and crews consisting of a driver and monitor to transport enrolled students and their children to and from Family Care Center for the period from August 12, 2015 through May 24, 2016, a period of approximately 177 school days, and to provide buses for field trip purposes under the same conditions and pricing as is provided to schools within the FCPS.
2. LFUCG agrees to reimburse FCPS for the cost of transportation provided by two buses with crews at the rate of \$483.86 per day for each day service is provided during the period from August 12, 2015 through May 24, 2016 (or as affected by weather), up to 177 days, and the cost of field trip buses under the prevailing conditions and cost as is provided to schools within the FCPS.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS OF FCPS

- 1.1 FCPS shall be responsible for providing school bus transportation service from locations as close to students’ homes in Fayette County, as permitted by FCPS policy, to the Family Care Center located at 1135 Red Mile Place, Lexington, Kentucky 40504.
- 1.2 FCPS shall invoice LFUCG at the end of each month for reimbursement of costs associated with providing this transportation service at the rate of \$483.86 for each day service is provided.
- 1.3 FCPS transportation service will consist of the routes and schedules needed to provide service to students and their children enrolled at the Family Care Center.
- 1.4 When school is cancelled or delayed for FCPS students due to inclement weather, the same changes will apply to transportation service for students covered by this agreement.
- 1.5 In the event of student misconduct while riding FCPS buses disciplinary issues will be referred to the Family Care Center staff for resolution and any continuation of misconduct may lead to suspension from riding the bus as a sole decision of FCPS.
- 1.6 FCPS is an independent entity at all times during the performance of the services specified.
- 1.7 FCPS shall procure and maintain for the duration of this MOU the following or equivalent insurance policies at no less than the limits shown below to cover damage to personnel, including students, or property which may arise from or in connection with the performance of the work hereunder by FCPS.

<u>Coverage</u>	<u>Limits</u>
General Liability	\$1 million per occurrence, \$2 million aggregate
Worker’s Compensation	Statutory

Employer's Liability

\$1,000,000.00

The policies above shall contain the following conditions:

- a. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are cancelled or non-renewed.
- d. Copies or the certificates reflecting such coverage and any renewal shall be provided to LFUCG upon request. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with the insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

1.8 FCPS will provide necessary equipment to secure child car seats on buses.

2. OBLIGATIONS OF LFUCG

- 2.1 LFUCG shall be responsible for updating student addresses and the addition or deletion of students being provided transportation under this agreement by providing that information to the Routing Section, Transportation Division, FCPS two business days prior to the effective date of the update.
- 2.2 LFUCG will provide reimbursement of invoices received from FCPS. Payment shall be due to FCPS within 45 days from invoice date.
- 2.3 In the event of student failure to comply with FCPS Student Code of Conduct\Bus Rider Rules, immediate action will be taken by LFUCG to resolve the issue and eliminate the potential for future instances of student misbehavior that could adversely affect the general safety of the operation of the bus as determined by FCPS.
- 2.4 LFUCG will follow the established instructional calendar prepared by FCPS.
- 2.5 LFUCG will provide child car seats for transport of young children.

3. MUTUAL OBLIGATIONS

- 3.1 In the event either party to this Agreement fails to fulfill any of its obligations under this Agreement, the other party may terminate this Agreement without further obligation to the other Party with written notice received within 60 days.
- 3.2 Unless otherwise stated, all Parties shall be responsible for any costs incurred in fulfilling respective obligations under this Agreement.
- 3.3 Both Parties shall exercise good faith in fulfilling obligations.
- 3.4 Each party shall be responsible for its own acts and omissions. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall however, retain the right to take any and all actions they believe necessary to protect their own interests.

Nothing contained herein is intended to be, and shall not be, a waiver of any defense, including that of sovereign immunity, to any claim.

- 3.5 The Parties agree that without further action this Agreement may be extended from year to year, to cover the complete period of 18 days, except that the cost of service will be adjusted annually pursuant to the SEEK reimbursement rate from the previous year and such adjustment will be made a part of the agreement as an addendum hereto along with a revised list of students.

4. **CHOICE OF LAW AND FORUM**

- 4.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its choice of laws or rules. Any action regarding the execution, interpretation, or performance of this Agreement shall be filed in the Circuit Court for Fayette County, Kentucky.

5. **MISCELLANEOUS**

- 5.1 The terms and conditions of this Agreement shall continue until the end of the service period on May 24, 2016, unless either Party receives written notice for revision and/or cancellation of this Agreement.
- 5.2 This Agreement, constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- 5.3 All notices, requests, waivers and other communications provided in this Agreement shall be in writing, sent by First Class Mail to:

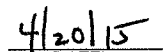
If to FCPS: Fayette County Public Schools
Attn: Marlene Helm, Superintendent
1126 Russell Cave Road
Lexington, KY 40505

If to LFUCG: Lexington-Fayette Urban County Government
Attn: Chris Ford
Commissioner of Social Services
200 E. Main Street
Lexington, KY 40507




(SIGNATURE - FCPS)

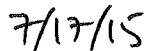

4/17/15



(DATE)



(SIGNATURE - LFUCG)



(DATE)

LEXINGTON POLICE DEPARTMENT SERVICE AGREEMENT

This Services Agreement ("Agreement") is entered into this the 28th day of May, 2015, by and between Bullhorn LLC, a Kentucky Limited Liability Company, with a business address of 804 N. Limestone, Lexington, KY 40505 ("Bullhorn") and the Lexington Fayette Urban County Government ("LFUCG") on behalf of the Lexington Police Department, with an address of 150 East Main St. Lexington, KY 40507 ("LPD").

WHEREAS, Bullhorn is a company in the business of developing creative design and content for branding, websites, video, and other similar marketing materials; and

WHEREAS, LPD is a Police Department, serving the community of Lexington KY; and

WHEREAS, the Parties desire to enter into a business relationship where Bullhorn crafts recruitment collateral for LPD, with subsequent initiatives to follow;

THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, Bullhorn and LPD hereby agree as follows:

SCOPE OF WORK

Bullhorn will provide the following services to design strategic messaging and marketing materials, including social media and promotional materials, for the LPD recruitment initiative. These new materials, or "brand collateral," will be ready for use in all existing brand applications, including, but not limited to, social media, websites, advertisements, marketing collateral, press releases, recruiting fairs, and presentations. Bullhorn will undergo a thorough identity design process, as described below, to create specific, poignant, and targeted materials that will service LPD's immediate recruitment needs.

IDENTITY DESIGN

Our identity design process is simple and collaborative. Simplicity ensures efficiency and keeps our energy focused on strategy, creativity, and powerful design. Collaboration ensures that our work reflects your core values and instills confidence. We begin with research and work with our clients to understand what works for them and what doesn't.

Then, in close consultation with our clients, we begin designing the identity. Finally, we'll design basic collateral showcasing LPD's recruitment initiative. This will provide a foundation for the future, as described in the Recommended Next Steps below. We'll create the recruitment materials by undergoing the following:

Research and Strategy Development

Understanding the LPD world is critical to developing a successful design strategy. Once that understanding is established, Bullhorn will begin to craft designs and messages that subvert the expected, avoid clichés, and – above all – energize core values. During this phase, we will:

- + Conduct exploratory meetings or participate in “ride-alongs” with the LPD to understand the department’s strategy, perspective, brand nuances, competitive landscape, value proposition, and audience profiles.
- + Conduct external research to deepen the understanding of the law enforcement landscape and further define LPD’s unique position and audience profiles.
- + Research all promotional and distributional options available to LPD (i.e. existing brochures, marketing materials, recruitment events, social media profiles, billboards, department website, etc.).
- + Present our findings and recommended strategy for the design elements that will shape the LPD recruitment initiative.

Messaging and Design

This is where things come to life. In this phase, our creative team begins to build a foundation of color, imagery, typography, and verbal messaging that leverage research and strategy. During the design phase, we will:

- + Transform abstract creative strategy into concrete design concepts.
- + Determine voice, language, and appropriate messaging (taglines, marketing collateral, etc.).
- + Solidify list of necessary collateral and identity tone, based on feedback from key decision-makers at LPD.
- + Review findings from Research.
- + Design recruiting collateral (i.e. brochures, recruiting event layout, presentation template, social media fodder, etc.) based on the agreed-to recruitment strategy and upon approval by the Chief of Police or his designee.
- + Consult on brand launch strategies (i.e. digital strategy, recruiting events, community events, marketing material production, etc.)

USAGE

Use of materials outside of agreement is prohibited unless agreed upon by both parties.

COMPENSATION

LPD shall pay to Bullhorn a total fee nineteen thousand and five hundred (\$19,500) for the work noted in this service agreement. Unless either Party terminates this Agreement, payment of the fixed project fee shall be as follows:


TIMING – 3 MONTHS


Payments are due monthly. The first payment of \$6,500 is due with the signed contract with two (2) subsequent monthly payments of \$6,500 to follow.

STANDARD TERMS AND CONDITIONS

The attached Terms and Conditions shall apply to and are incorporated in this Agreement. If the Parties enter into subsequent Services Agreements, the attached Terms and Conditions are intended to serve as a master set of terms and conditions, which shall govern the general relationship between the parties.

AGREED BY:

Bullhorn LLC
By: 
WILL JONES

LFUCG
By: 
MAYOR JIM GRAY