<u>FIRST AMENDMENT TO AGREEMENT NO. 34211</u>

34211

THIS FIRST AMENDMENT TO AGREEMENT NO. 34211 is made and entered, in duplicate, as of October 19, 2016 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 11, 2016, by and between E-PLAN, INC. DBA E-PLANSOFT, a California corporation ("Consultant"), with a place of business at 220 Technology Drive, Suite 110, Irvine, California 92618, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with an Electronic Plan Check System ("Project"); and

WHEREAS, the parties entered Agreement No. 34211 whereby Consultant agreed to provide these services; and

WHEREAS, Consultant has completed Phase One of the Project which established the initial development and implementation of the software system; and

WHEREAS, the parties desire to amend Agreement No. 34211 to revise the scope of services to include Phase Two of the Project which consists of integration between the City's Infor Public Sector permitting system and the Electronic Plan Check System, increase the Agreement and extend the term;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties agree as follows:

1.   Section 1.A. of Agreement No. 34211 is hereby amended to read as follows:

"A.   Consultant shall furnish specialized services more particularly described in Exhibits "A" and "A-1", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession. City shall pay for these services in the manner described below, not to exceed Six Hundred Eighty-Seven Thousand Seven Hundred Fifteen Dollars ($687,715), at the rates or

1

1 charges shown in Exhibit "B" for Phase One and in Exhibit "B-1" for Phase Two of

2 the Project."

3   2.   Section 2 of Agreement No. 34211 is hereby amended to read as

4 follows:

5   "2.   <u>TERM</u>. The term of this Agreement shall commence at midnight on

6 March 1, 2016, and shall terminate at 11:59 p.m. on February 28, 2018, unless sooner

7 terminated as provided in this Agreement, or unless the services or the Project is

8 completed sooner."

9   3.   The Scope of Work in Exhibit "A" to the Agreement is hereby

10 amended to include additional services for Phase Two of the Project more particularly

11 described in Exhibit "A-1", attached hereto and incorporated by this reference.

12   4.   The Rates/Charges in Exhibit "B" to the Agreement is hereby

13 amended to include additional costs for Phase Two of the Project more particularly

14 described in Exhibit "B-1", attached hereto and incorporated by this reference.

15   5.   Except as expressly modified herein, all of the terms and conditions

16 contained in Agreement No. 34211 are ratified and confirmed and shall remain in full

17 force and effect.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

2

LTV:bg A15-00055
L:\Apps\CtyLaw32\WPDocs\D027\P027\00672569.DOC

1 IN WITNESS WHEREOF, the parties have caused this document to be duly

2 executed with all formalities required by law as of the date first stated above.

3

4

E-PLAN, INC. DBA E-PLANSOFT, a
California corporation

5 _____11, 7_____, 2016   By_____
                                 Name___Michael Chegini___
6   Title_____President_____

7 _____11, 3_____, 2016   By_____
                                 Name___Sholeh Ngovi_____
8   Title___H. R. Director____

9   "Consultant"

10

11   CITY OF LONG BEACH, a municipal
                                 corporation

12 _____11/01_____, 2016   By_____
                                            City Manager
13

14   "City"

15 This First Amendment to Agreement No. 34211 is approved as to form on

16 _____11/8_____, 2016.

17

18   CHARLES PARKIN, City Attorney

19   By _____
                                            Deputy

20

21

22

23

24

25

26

27

28

3

EXHIBIT "A-1"

Scope of Work

e-PlanSoft™
Ultimate Online Plan Review   811 Wilshire Blvd., Ste 1050, Los Angeles, CA 90017 | 877.654.3752

City of Long Beach

Statement of Work Proposal for Electronic
Plan Check and Integration Phase 2

Proposal Number DV14-034

August 15, 2016

e-PlanSoft™

Proposal for Electronic Plan Check and Integration Services - Phase 2

Terms of Proposal/Agreement

Section 1- e-PlanSoft Master Agreement

Section 2- Maintenance and Support Agreement for Customers

Section 3- Professional Service Agreement

Attachment A- Statement of Work and Services

Attachment B- Project Costing

Attachment C- Payment Schedule

Attachment D- Project Milestone Schedule

Terms of Agreements

e-PlanSoft™

Section 1
e-PlanSoft Master Agreement

Note- Certain Sections may have been renamed and/or renumbered in this document for convenience only and such renaming and/or renumbering will not affect the validity, construction or interpretation of the Agreement. References in the Terms of Service to any Section names or numbers under this document will be deemed to be a reference to the identified or corresponding provisions in this document to accomplish the reasonable intent and objectives of such provisions to the greatest extent possible under applicable law.

Wherever applicable, this agreement applies to entire agreement, not just each section of the agreement.

1. Definitions

"Estimate / Order Form" means estimate, quote, renewal notification, sales order, or order form provided by e-PlanSoft in the name of and executed by Customer or its Affiliate and accepted by e-PlanSoft which specifies the Service, and any Support Services and/or Professional Services to be provided by e-PlanSoft subject to the terms of this Agreement.

"Perpetuity" means using the use of Service by Customer on a perpetual basis for unlimited users in compliance with Estimate / Order Form.

"Service" means, collectively, e-PlanSoft's product, online and offline services, modules, and any online and offline services, and modules offered by e-PlanSoft's integrated partners as described in the applicable Estimate / Order provided and accepted by the Customer, but excluding any support services and professional services.

"On-premise Service" means Customer elected to install and configure required components provided by e-PlanSoft to enable Service within Customer's own operating environment.

"Execution of e-PlanSoft Master Agreement" means acceptance of the terms and conditions defined by Agreement when, a) upon the first use of Service by the first authorized user after e-PlanSoft provides a license key and username and password, and b) when the Customer signs the Agreement prior to receiving the license key and username and password for the first authorized user.

"User" or "Users" means individuals who are authorized by Customer to use the Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate / Order Form or amendment to this Agreement, for whom the Service has been procured, and who have been supplied user identifications and passwords by Customer (or by e-PlanSoft at Customer's request). Users may include but are not limited to License and Customer Affiliates' employees, consultants, contractors and agents.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

"Consultant" e-PlanSoft or its sub-consultant, Truepoint Solutions

"Customer" the City of Long Beach or "City"

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party.

e-PlanSoft™

"**Confidential Information**" means: (a) Customer Data; (b) the terms of this Agreement and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information. The following will not be deemed Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the receiving party by a third party without restriction (4) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's Confidential Information and (5) aggregate data collected or generated by e-PlanSoft or on behalf of e-PlanSoft regarding e-PlanSoft's products and services (for purposes of providing or improving e-PlanSoft products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Customer-specific information. All Confidential information is subject to the Customers' legal responsibilities to disclose information by, but not limited to the California Public Records Act.

"**Customer Data**" means all electronic data or information submitted to and stored in the Service by Users.

"**Help Documentation**" means the online English language help center documentation describing the Service features, including User Guides which may be updated from time to time.

"**Professional Services**" means the general consulting, implementation and/or training services to be provided to Customer pursuant to (i) the e-PlanSoft Professional Services Agreement found in Section 3 of this document , or such other URL as specified by e-PlanSoft, and (ii) a Statement of Work (as defined in such professional services agreement).

"**Support Services**" means e-PlanSoft's supplemental, fee-based technical support services to be provided to Customer pursuant to the terms for Support Services, found in Section 2 of this document outside of the number of hours for Support Services has been explicitly defined as included in the Estimate / Order Form or any other mutually signed document by e-PlanSoft and Customer.

"**Third Party Applications**" means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than e-PlanSoft, as further described in Section 2.4 ("Third Party Applications") that interoperate with the Service.

"**User Guides**" mean the online English language user guides for the Service, accessible via http://support.eplansoft.com, as updated from time to time. Customer acknowledges that it has had the opportunity to review the User Guides through a free trial account made available by e-PlanSoft. Customer agrees not to duplicate or share User Guides beyond the expected use of these materials by Customer's Users.

e-PlanSoft™

Customer acknowledges and agrees to the following Terms of Service, which together with the terms of this Agreement entered into between Customer and e-PlanSoft, will govern Customer's access and use of the Service. Capitalized terms not otherwise defined in these Terms of Service will have the meaning given to them in the Agreement.

2.1. Accuracy of Customer's Contact Information. Customer will provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.2. Users: Passwords, Access, and Notification. Customer will authorize access to and assign unique passwords and user names to users. Customer will be responsible for the confidentiality and use of User's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. e-PlanSoft will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify e-PlanSoft of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

2.3. General Restrictions.

(a) General. Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Customer will not and will not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in the Help Documentation; (b) use the Service for the purpose of building a similar or competitive product or service, or (c) use the Service in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights. Customer will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by e-PlanSoft. Customer will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement. Any action or breach by any of such User will be deemed an action or breach by Customer.

(b) HIPAA. Customer agrees that: (i) e-PlanSoft is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require e-PlanSoft or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.

2.4. Third Party Applications. e-PlanSoft may offer certain Third Party Applications under Estimate / Order Forms. Any procurement of such Third Party Applications by Customer will be subject to the terms specified in such Estimate / Order Forms.

In addition, e-PlanSoft or third party providers may offer Third Party Applications through the Service or otherwise related to Customers' use of the Service. Except as expressly set forth in the Estimate / Order Form, e-PlanSoft does not warrant any such Third Party Applications, regardless of whether or not such Third Party Applications are provided

by a third party that is a member of a e-PlanSoft partner program or otherwise designated by e-PlanSoft as "Built For e-PlanSoft," "certified," "approved" or "recommended." Any procurement by Customer of such Third Party Applications or services is solely between Customer and the applicable third party provider. Customer may not use Third Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Customer has procured the Service for such use and access.

e-PlanSoft is not responsible for any aspect of such Third Party Applications that Customer may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing which is outside of the Statement of Work agreed upon by e-PlanSoft and Customer. If Customer installs or enables Third Party Applications for use with the Service, Customer agrees that e-PlanSoft may enable such third party providers to access Customer Data as required for the interoperation of such Third Party Applications with the Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third Party Applications.

2.5. Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer is responsible for securing DSL, cable or another high speed Internet connection and up-to-date "browser" software in order to utilize the Service. Customer expressly consents to e-PlanSoft's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by e-PlanSoft. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. e-PlanSoft is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by e-PlanSoft, including, but not limited to, the Internet and Customer's local network.

2.6. e-PlanSoft's Support Services and Professional Services. As part of the Service, e-PlanSoft will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Service. e-PlanSoft also offers optional "for fee" Support Services and Professional Services as outlined in Estimate / Order Form for any additional training or work the City wishes to procure which is outside of the Statement of Work Agreed upon by e-PlanSoft and Customer.

2.7. Confidentiality. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Additionally, Customer must input personally identifiable information, including but not limited to credit card information, social security numbers, birth dates only in the fields designated for such data in the Service if the Service requests such data to be entered. Nothing in this Agreement will prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

2.8. Intentionally left blank.

2.9. Ownership of Customer Data. As between e-PlanSoft and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer agrees that e-PlanSoft may use Customer data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Customer's data.

e-PlanSoft™

2.10. e-PlanSoft Intellectual Property Rights. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by e-PlanSoft or Sub-Contractor) are owned exclusively by e-PlanSoft or its Sub-Contractor. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Customer grants e-PlanSoft a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Service. Any rights in the Service or e-PlanSoft's intellectual property not expressly granted herein by e-PlanSoft are reserved by e-PlanSoft. Customer agrees not to display or use the e-PlanSoft trademarks, logos, and service marks in any manner without e-PlanSoft's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

2.11. Dispute Resolution.

(a) The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. Each party agrees that before it seeks mediation, arbitration, or any other form of legal relief, it will provide written notice to the other of the specific issues in dispute (and referencing the specific portions of any contract between the parties and which are allegedly being breached). Within thirty days after such notice knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the dispute.

(b) The dispute resolution procedures in this Agreement will not apply prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

2.12. Service Maintenance. e-PlanSoft, from time to time, will provide updates to the Service which may or may not include new functionality. Customer is entitled to Service updates as long as Customer is in full compliance with this Agreement during its term. If Customer is not in compliance with this Agreement during its term, including failure to make required payments on time, e-PlanSoft at its sole discretion reserves the right to withhold Delivery of Service Updates. The service updates can be delivered upon the mutual agreed upon resolution of the agreement non-compliance.

Maintenance and support provisions are described in Section 2 – Maintenance and Support for Customers.

2.13. Professional Services. e-PlanSoft, from time to time, may provide to Customer Professional Services, as described in Section 3 – Professional Services. Services related to EPC defined as within the scope of this engagement are covered under the Maintenance & Support Fee. EPC Services outside of the Statement of Work agreed upon by e-PlanSoft and Customer will be charged at $150 an hour.

3. Fees and Payments

3.1 Fees. Customer will pay all fees specified in all Estimate / Order Forms. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage.

3.2. Invoicing and Payment. Customer will provide e-PlanSoft with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to e-PlanSoft. If Customer provides credit card information, Customer authorizes e-PlanSoft to charge such credit card for all Services listed in the Estimate / Order Form for the initial payment, and yearly Maintenance and Support fees. Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Estimate / Order Form. If the Estimate / Order Form specifies that payment will be by a method other than a credit card, e-PlanSoft will invoice

Customer in advance and otherwise in accordance with the relevant Estimate / Order Form. Unless otherwise stated, invoiced charges are due Net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to e-PlanSoft and notifying e-PlanSoft of any changes to such information within five (5) days.

3.3. Taxes. Unless otherwise stated, e-PlanSoft fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the use of Service. If e-PlanSoft has the legal obligation to pay or collect Taxes for which Customer is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides e-PlanSoft with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Warranties

4.1. Warranty of Functionality. e-PlanSoft warrants that: (i) the Service will achieve in all material respects the functionality described in the User Guides applicable to the Service procured by Customer, and as outline in the SOW, and (ii) such functionality of the Service will not be materially decreased. Customer's sole and exclusive remedy for e-PlanSoft's breach of this warranty will be that e-PlanSoft will be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and if e-PlanSoft is unable to restore such functionality, Customer will be entitled to terminate the Agreement and receive a refund of the fees paid under the Agreement for its use of the Service. e-PlanSoft will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to accounting@eplansoft.com. The warranties set forth in this Section are made to and for the benefit of Customer only. Such warranties will only apply if the applicable Service has been utilized in accordance with the User Guides, this Agreement and applicable law.

4.2. Warranty of No Malicious Code. Each party warrants that it will not purposely introduce viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code") into the Service.

5. Disclaimer of Warranties

EXCEPT AS STATED IN SECTION 4.1 AND 4.2 ABOVE, E-PLANSOFT DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 4 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY E-PLANSOFT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF

e-PlanSoft™

INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES WILL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE FOLLOWING PARAGRAPH.

THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE, WILL BE AN AMOUNT EQUAL TO THE TOTAL CONTRACT AMOUNT. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE OCCURRED BUT FOR THE OTHER PARTY'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

BOTH PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON THEIR LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THE SECOND PARAGRAPH OF THIS SECTION WILL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT; (B) A BREACH OF SECTION 2.3 OF THESE TERMS OF SERVICE; OR (C) EITHER PARTY'S INDEMNITY OBLIGATIONS EXCEPT AS SET FORTH IN SECTION 7 BELOW.

7. Indemnification

7.1. Infringement. Subject to the terms and conditions set forth in this Section, e-PlanSoft will, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and will indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

e-PlanSoft will have no liability for Claims to the extent arising from (a) use of the Service in violation of this Agreement or applicable law, (b) use of the Service after e-PlanSoft notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Service not made by e-PlanSoft or made by e-PlanSoft based on Customer specifications or requirements, (d) use of the Service in combination with any non-e-PlanSoft software, application or service, or (e) services offered by Customer or revenue earned by Customer for such services.

If a Claim of infringement as set forth above is brought or threatened, e-PlanSoft will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 7.1 state e-PlanSoft's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

7.2. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section, the indemnified party will: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon the indemnified party's compliance with this Section 7.3 except that failure to notify the indemnifying party of such Claim will not relieve that party of its obligations under this Section but such Claim will be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section will survive termination of this Agreement for one year.

e-PlanSoft™

8. Suspension and Termination

8.1. Suspension for Delinquent Account. e-PlanSoft reserves the right to suspend Customer's and any Customer Affiliates' access to Support Services if any payment is due but unpaid but only after e-PlanSoft has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice. Customer agrees that e-PlanSoft will not be liable to Customer or to any Customer Affiliate or other third party for any suspension of Support Services pursuant to this Section.

8.2. Termination for Cause, Expiration. Either party may immediately terminate this Agreement and all Estimates/Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice"). Upon termination or expiration of this Agreement, Customer will have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then e-PlanSoft will be entitled to all of the fees due under this Agreement based on licenses and actual services purchased pursuant to section 3. If this Agreement is terminated as a result of e-PlanSoft's breach of this Agreement, then Customer will be entitled to a refund of the fees paid by Customer to e-PlanSoft under this Agreement.

9. Modifications

9.1 To the Service. e-PlanSoft may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications.

e-PlanSoft™

Section 2
MAINTENANCE AND SUPPORT AGREEMENT

Note- If the hyperlink location of this Maintenance and Support Agreement for Customers (the "MSA") is referenced in e-PlanSoft Master Agreement (the "Master Agreement") as defined below and signed by both an authorized representative of the procuring party (the "Customer") and e-PlanSoft Inc. ("Consultant"); or is referenced in the description for an Item on a Consultant Estimate / Order Form signed by the Customer, or in an agreement between Consultant and the Customer, then the MSA shall be considered as a fully accepted and executed part of the e-PlanSoft Master Agreement signed by Customer.

1. Definitions

e-PlanSoft Master Agreement (section Definitions) defines terms and their meaning. For any term not defined in the Master Agreement, terms mentioned and defined in this MSA will be treated as valid, automatically incorporated in the Master Agreement by reference, subject to all terms and conditions in the Master Agreement and MSA.

"Level 1 Support" Basic support and troubleshooting, including general product functionality, password resets, workstation and Internet browser configuration, any third-party software installed on the user workstation and Customer network/connectivity related issues.

"Level 2 Support" Covers issues related to functionality included in or inherent to the Service, where the functionality does not operate as described in the product documentation.

"Incident(s)" The support event starting with the functional impairment of the Software which with reasonable probability that is based on a defect or error of Service. As soon as Consultant support organization is informed, the support event becomes an Incident.

2. Maintenance and Support for Customers

The MSA governs the maintenance and support services by Consultant to Customers who have rights to the Service under the Master Agreement. Consultant will provide technical support for problem determination and resolution for problems arising from normal operation of the Service. Consultant may require the Customer to provide written assistance request describing the problem.

All issues relating to e-PlanCheck should be reported via the Consultant support portal at http://support.eplansoft.com.

All issues relating to the IPS System which has been developed as part of this SOW should be reported to the Sub-Consultant. The methods of support contact will be confirmed in the Project Kickoff Meeting. IPS user support will be charged on an As-Needed basis at a rate of $165 an hour.

Support Hours. Consultant will respond to the Customer Support Services during Consultant regular working hours (8.00 a.m. to 5.00 p.m. Pacific Standard Time), excluding the applicable public holidays observed by Consultant ("Regular Working Hours"). For purposes of this paragraph, Consultant means Consultant's office located at 20 Morgan, Irvine CA 92618. All communication between Consultant and the Customer will use the English language.

On-Site Support. Customer may request Consultant to provide Support Services on-site. These Services will be considered as professional services, governed by the accompanying Professional Services Agreement.

3. Training of Designated Contacts.

The training of designated Customer Contacts during the Pilot Phase of the Service by Consultant or Consultant certified trainers as defined in the Estimate / Order Form. Any training of Designated Customer Contacts outside of the Pilot Phase of this engagement will be provided as a Professional Services engagement via a separate Estimate / Order Form, governed by the Professional Services Agreement.

Customer shall ensure that one or more Designated Contacts have been trained and or certified in the use of Service supported by Consultant. Any training received by the Designated Contacts should be provided by either Consultant or Consultant certified trainers. If the Designated Contact changes over the course of the 5 year term of this agreement, e-PlanSoft must be notified. In a case where the Customer does not comply with the aforementioned requirement, the Customer acknowledges that Consultant reserves the right to withhold certain services related to Consultant Support Services.

Only Designated Contacts in the Customer agency/organization are authorized to communicate with Consultant support organization, including (but not limited to): opening Incidents, requesting resolution status, and requesting information about Service functionality. Incidents relating to e-Plansoft products can be opened via the e-PlanSoft support site http://support.eplansoft.com

4. Maintenance

Consultant will provide access of new releases of Service, as well as tools and procedures for upgrades, to the Customer provided that the Customer is in full compliance with the terms and conditions of the Master Agreement and continues to pay the yearly maintenance and support fee as outlined in the Estimate / Order Form. The term of this contract had been set at five (5) years. As the Customer is using the On-Premise Service, the Customer will provide the necessary infrastructure for accepting and testing the new releases of Service, which is accessible by Consultant support and engineering organizations to test any integrated functionality.

5. Customer Responsibilities

In order to receive Support for the Service, the Customer must further satisfy the following requirements:

The Customer must provide and maintain remote access to the Service and any integrated software in an environment that has been configured following the technical standard procedures defined by Consultant and grant Consultant all necessary authorizations, in particular for remote analysis of issue as part of Incident handling. The Customer acknowledges that failure to grant access may lead to delays in Incident handling and the provision of corrections, or may render Consultant unable to provide help in an efficient manner.

The Customer agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to Consultant.

Submit all error Incidents via the then current Consultant support infrastructure as made available by Consultant from time to time via updates, upgrades or add-ons.

e-PlanSoft™

Inform Consultant without undue delay of any changes to the customer installations and all other information relevant to the Service under which Support is provided.

The Customer is responsible for providing Level 1 Support to its Users using the Service.

a. **Customer Responsibilities prior to contacting Consultant for Service Support**
The following tasks are to be carried out by the Customer before requesting Service Support:
- Accept support Incident from User.
- Work to resolve the issue directly with User. Capture all environmental and technical details pertaining to the issue.
- Continually document the troubleshooting approach and attempted solutions including steps to reproduce the problem.
- Search for error messages in the appropriate server and workstation logs, using the data provided by User.
- Search Consultant User Guides and Knowledgebase articles available at http://support.eplansoft.com for known solutions.

6. Incident Priority Service Levels

When the Customer reports an issue, Consultant will attempt to assist the Customer by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the Designated Contacts within the Customer agency/organization.

All issues should be reported via the Consultant support portal at http://support.eplansoft.com. Consultant shall use commercially reasonable efforts to comply with the Initial Response Times (IRT) and Maximum Processing Times during Regular Working Hours for the eligible Service regarding support Incidents (messages) when communicating with the Customer contact.

Priority of Support Incidents	Initial Response Time	Maximum Processing Time (provision of a solution, specific diagnostic steps, or a workaround)
1 – Critical	3 hours	6 hours
2 – High	6 hours	1 business days
3 – Medium	1 working day	2 working days

Priority 1 Support Incidents ("Critical"). An Incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed.

Priority 2 Support Incidents ("High"). An Incident is assigned Priority 2 if normal business transactions in a Production System are affected and selected tasks cannot be performed.

Priority 3 Support Incidents ("Medium"). An Incident is assigned Priority 3 if normal business transactions in a Production System can be still performed but in a degraded manner.

b. **Initial Response Time**
Consultant shall confirm receipt of an Incident and provide the Customer with an initial qualified response.

c. Maximum Processing Time

Consultant will forward to the Customer a solution, specific diagnostic steps, workaround, a time duration during which Consultant will perform additional investigative efforts.

7. Termination.

The MSA can only be terminated by first terminating the Master Agreement executed between Consultant and the Customer. A valid MSA must be in place in order for the Customer to continue using Services provided by Consultant.

Other Limitations, Terms, and Conditions

The scope of Support offered by Consultant may be changed by Consultant upon prior written notice and signed mutual consent from the Customer.

FAILURE TO UTILIZE SUPPORT PROVIDED BY CONSULTANT, IN COMBINATION OF A CURRENTLY ACCESSIBLE REMOTE CONNECTIVITY BETWEEN CONSULTANT AND THE CUSTOMER (WHERE APPLICABLE), MAY PREVENT CONSULTANT FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH CONSULTANT CANNOT BE HELD RESPONSIBLE.

Consultant will not provide support for Incidents that are in the Customers or User's area of responsibility and as a result, for example, from inappropriate installation, unsatisfactory User training, lack of or incorrect business design, incorrect operation or faulty hardware.

The scope of Support only aims at the resolution of Incidents and problems caused by the Service if the problem or error can be reproduced in the Software on a standalone basis. Support does not include usage, integration, interoperability and operations questions or issues, including any use in conjunction with other Customer Products, which are the responsibility of the Customer.

The Customer shall deploy the On-Premise Service only as described at:
https://documentation.eplansoft.com/server/Minimum_Server_Requirements.

Consultant shall not be obligated to provide Support if the On-Premise Service has not been deployed as described.

e-PlanSoft™

Section 3
PROFESSIONAL SERVICES AGREEMENT

Note: If the hyperlink location of this Professional Services Agreement (the "PSA") is referenced in a Statement of Work (the "SOW") as defined below and signed by both an authorized representative of the procuring party (the "Customer") and e-PlanSoft ("Consultant"); or is referenced in the description for an item on a Consultant Estimate / Order Form signed by Customer, or in an agreement between Consultant and Customer, then the Professional Services procured by Customer shall be considered as a fully accepted and executed part of the e-PlanSoft Master Agreement. TruePoint Solutions, as the Sub-Consultant to e-PlanSoft for this engagement, will be subject to by the conditions of this agreement. This is further documented in the attached Sub-Consultant Agreement between e-Plansoft and TruePoint Solutions.

In addition to any Consultant Professional Services provided to Customer pursuant to this PSA, Consultant may also provide Customer with licensed access to the software (the "Service"), if the Customer has entered into an agreement by executing the Consultant Master Agreement located at http://eplansoft.com/agreements.

At any time, the most current version of e-PlanSoft Master Agreement agreed upon by both parties defines the terms and conditions which govern how Customer may use Software.

1. Scope of Services

Subject to the terms and conditions of this PSA, Consultant will provide Customer with Professional Services as set forth in the applicable SOW executed by Consultant and Customer and/or Estimate / Order Forms executed by Customer ("Statement of Work" or "SOW"). As a part of this contract, the parties may enter into the SOW that defines the professional services and/or training to be provided to Customer hereunder (the "Professional Services"). The SOW will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or training materials to be provided to Customer (each, a "Deliverable"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PSA.

1.1. Terms and Conditions for Training.

1.1.1. Training Deliverables. Customer is solely responsible for any printing, shipping and copying charges for any training Deliverables. All electronic and hard copy versions of the training Deliverables are provided for Customer's internal training purposes only.

1.1.2. For Onsite Delivery. Customer is responsible for providing appropriate training facilities for the training delivery, including without limitation Internet connectivity, student access to an e-PlanCheck Account, projector, student computers and other reasonable classroom amenities.

1.1.3. Cancellation and Use Policy. Customer may reschedule or cancel previously scheduled training registration without penalty up to ten (10) business days prior to the scheduled start date. Registrations that are cancelled or rescheduled within ten (10) business days can be charged the full course price plus any cancelation cost incurred by Consultant (i.e. Airfare and lodging costs).

e-PlanSoft™

2. Change Management Process

If Customer or Consultant requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any SOW, the party seeking the change shall propose the applicable changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each party's project leads shall meet, either in person or via telephone conference, to discuss and agree upon the proposed changes. Consultant will prepare a change order describing the proposed changes to the SOW and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management officers for resolution.

3. Project Materials

3.1 Deliverables. Consultant shall own all rights, title and interest in and to the Deliverables (excluding any Customer Confidential Information provided to Consultant for its provisioning of Professional Services), and related intellectual property rights. Consultant shall have the right to use any such Customer Confidential Information solely for the purpose of providing the Professional Services to Customer hereunder. Subject to terms and conditions of this PSA, and during the Term, Consultant hereby provides Customer with a limited, non-exclusive, nontransferable and terminable license to use The Deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Service.

3.2 Tools. Notwithstanding any other provision of this PSA: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Consultant to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables or as otherwise agreed by Customer; and (ii) the term "Deliverables" shall not include the Tools. Tools are Consultant Confidential Information.

4. Professional Services Warranty

4.1 Professional Services Warranty. Consultant warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with this SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Consultant's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation. If through no fault or delay of Customer the Professional Services do not conform to the foregoing warranty, and Customer notifies Consultant within thirty (30) days of Consultant's delivery of the Professional Services, Customer may require Consultant to re-perform the non-conforming portions of the Professional Services.

4.2 Disclaimer. EXCEPT AS STATED IN SECTION 4.1 ABOVE, CONSULTANT DOES NOT REPRESENT THAT THE CUSTOMER'S USE OF THE PROFESSIONAL SERVICES, DELIVERABLES, AND/OR TOOLS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE PROFFESSIONAL SERVICES, DELIVERABLES, AND/OR TOOLS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE PROFESSIONALS SERVICES, DELIVERABLES AND/OR TOOLS WILL BE CORRECTED OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 4.1 ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF CONSULTANT RELATED TO THE PROFESSIONAL SERVICES, DELIVERABLES AND/OR TOOLS TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS PSA AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF

e-PlanSoft™

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES, DELIVERABLES, AND/OR TOOLS PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND"AS AVAILABLE" BASIS AND ARE FOR COMMERCIAL USE ONLY.

5. Payments

5.1 Fees and Payment. Fees and expenses for each applicable project shall be set forth in the applicable SOW. Customer shall pay the fees and expenses as specified in the applicable SOW. Travel related expenses incurred by Consultant employees or subcontractors will be billed following the guidelines laid out in the Customer's document AR4-1 Authorization and Reimbursement for General Business Expenses.

5.2 Taxes. Consultant fees do not include any local, state, federal or foreign taxes, VAT, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial or local government entity or any non-US government entity on the transactions contemplated by this PSA, excluding only taxes based on Consultant's income. If Consultant has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Consultant with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Term and Termination

6.1 Term. This PSA shall commence on the effective date of the agreement, Estimate / Order Form or SOW referencing this PSA and shall continue in effect until terminated as provided herein. The SOW shall commence on the date it is last signed or on the date specified on the SOW as the start date, and shall expire upon completion of the project set forth in the applicable SOW. Once signed by both parties, a SOW and/or an Estimate / Order Form shall be non-cancellable, except as otherwise explicitly stated in such SOW or Estimate / Order Form. Sections 4.2 and 5 through 17 shall survive termination of this PSA.

6.2 Termination. This PSA will terminate automatically when the Consultant Master Agreement and all SOWs and agreements referencing this PSA are terminated or expired. Additionally, either party may terminate this PSA for convenience upon written notice in the event there are no active SOWs hereunder. Upon termination or expiration of this PSA, Customer shall have no rights to continue use of the Deliverables and Tools.

7. Confidentiality

The Terms of Section 7 - Confidentiality defined below are subject to and superseded by any Legal requirements of the Customer to disclose information to the public, especially, but not limited to, the California Public Records Act.

For purposes of this PSA, "Confidential Information" means: (a) the terms of this PSA; (b) the pricing and other terms reflected in all SOWs and (c) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this PSA or an SOW, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information. The following shall not be deemed Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property

e-PlanSoft™

through no fault of the receiving party; (2) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (3) information that was rightfully disclosed to the receiving party by a third party without restriction (4) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's Confidential Information; and (5) aggregate data collected or generated by Consultant or on behalf of Consultant regarding Consultant's products and services (for purposes of providing or improving Consultant products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Customer-specific information.

Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this PSA or as directed by Customer. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Nothing in this PSA will prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

8. Limitation of Liability for Professional Services

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), WHETHER SUCH LIABILITY ARISES FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THE APPLICABLE SOW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE APPLICABLE SOW OR THIS PSA THE MAXIMUM LIABILITY OF CONSULTANT TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY PROFESSIONAL SERVICES, DELIVERABLES AND/OR TOOLS WHETHER SUCH LIABILITY ARISES FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THE APPLICABLE SOW, SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS PSA AND ANY SOW. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE PROFESSIONAL SERVICES AND THAT, WERE CONSULTANT TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO A CUSTOMER'S BREACH OF SECTION 7 OF THIS PSA OR WITH REGARDS TO AMOUNTS DUE BY CUSTOMER UNDER THIS PSA. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

9 Force-Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Professional Services shall be extended to the extent of any delay resulting from any force majeure event.

e-PlanSoft™

10. Entire Agreement

This Agreement and its Exhibits, which are attached hereto and incorporated herein, constitute the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties. This Agreement cannot be amended or modified without a written signature on paper by both parties agreeing to the change.

10.1 Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.

10.2 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right.

10.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Los Angeles County, California will have exclusive jurisdiction for the resolution of all disputes related to this Agreement.

10.4 Notices. Notices will be sent by Certified Mail, Return Receipt Requested, postage prepaid and will be deemed received three (3) days after the date of deposit in the US Mail. At its sole discretion, e-PlanSoft may provide a notice to Customer via electronic means, including telephonic conversation, voice mail, or electronic mail. Notices provided via electronic means will be treated as equivalent to Notices provided by any other mean.

10.5 Non-Assignability. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Estimates / Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, e-PlanSoft will refund to Customer any prepaid fees. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

CITY OF LONG BEACH
STATEMENT OF WORK
PHASE TWO

August 15, 2016

Contents

PHASE 2

PHASE 2 OVERVIEW

In Phase 1 of the electronic plan check project at The City of Long Beach, e-PlanCheck electronic plan review software was implemented in a standalone configuration, separate from the City's Permitting System, Infor Public Sector (IPS). The scope of Phase 2 of the project is the API integration between Infor Public Sector 8.5 and e-PlanCheck electronic plan review system to allow the systems to pass documents and information to each other. The integrated environment will increase efficiency over the standalone configuration by improving automation and reducing the effort needed to setup and review incoming projects. e-PlanSoft ("Consultant") has engaged TruePoint Solutions ("Sub-Consultant") to perform the necessary changes to IPS. TruePoint Solutions, as the Infor Public Sector subject matter experts, will be critical to the success of the project.

1.1 PURPOSE

The purpose of this Phase 2 SOW is to document the services to be delivered, the price of the requested services, and the roles and responsibilities of the various parties responsible for their delivery. This document addresses the specific requirements of the City as well as the specific requirements of e-PlanSoft and TruePoint Solutions to properly deliver the requested services.

Upon acceptance by both the City and Consultant, any changes or modifications to the SOW must follow the Change Order or Addendum Process defined later in the SOW. All approved addenda will become attachments to the original agreement, which will then form the new baseline upon which future changes will be measured.

1.2 DESCRIPTION OF WORK

TruePoint will provide consulting services to the City for Infor Public Sector 8.5 – (IPS) system configuration changes to support integration with e-PlanSoft's electronic plan review system. This scope includes changes to the IPS back office system, the IPS Rhythm for Civics, and user training.

1.3 APPROACH

TruePoint will develop a project management plan that provides details of their approach, strategy, organization, communication strategy, risk mitigation strategy, staffing plan, training plan, development, transition and implementation plan, and collaboration between the City and Sub-Consultant for program success. TruePoint will include each task, as specified in a subsequent Statement of Work, within the project management plan to support execution of it. At the program level, TruePoint will integrate the individual tasks and activities to form an overall project management plan and an integrated master schedule.

e-PlanSoft Project Manager, Sean Hooper, will be involved in the Project with the City, and Sub-Consultant for both phases 1 and 2. e-PlanSoft will ensure Sub-Consultant has proper guidance and access to e-PlanCheck and the e-PlanSoft APIs. Additionally, the e-Plan Project Manager will participate in project manager meetings between Sub-Consultant and the City Project Manager in Phase 2, to ensure both parties have what they need to be successful.

Note: The City will be utilizing the Infor Rhythm for Civics for this project. A formal business analysis of the Rhythm deployment at the city will be completed, and the Timeline and Project hours related to the Rhythm for Civics will be further defined based on the analysis.

1.4 SUB-CONSULTANT QUALIFICATIONS

Please refer to Attachment B: Sub-Consultant Qualifications for project team member resumes.

2. IMPLEMENTATION SCOPE

2.1 Products

This SOW is for professional services associated with:

- Infor Public Sector 8.5 (IPS)

2.2 Services In-Scope

BACK OFFICE ENHANCEMENTS
- Requirement gathering, documentation, testing
- Auto-Assign Reviewers configuration and testing
- EPC shortcut button from IPS
- IPS to EPC Integration (first workflow)
- Update Workflow to Support EPC Integration (per AP type)
- EPC calls to IPS to complete assigned tasks and return reviewed plans, reports and attachments

RHYTHM FOR CIVICS ENHANCEMENTS
- Requirement gathering and Business Analysis to determine the level of effort to configure Rhythm for Civics.
- Perform configuration based on analysis

TRAINING
- Document creation
- Rhythm for Civics
  - 2, 2-day classes for max 15 students/class
- New IPS processes
  - 2, 4-hour classes for max 15 students/class

Phase 2 Training:

e-PlanSoft will work together with TruePoint Solutions to provide *additional* staff training pending the completion of Phase Two outlined in this SOW. This training schedule will cover aspects of the full integration of the e-Plan products to the *Infor Public Sector* applications including, but not limited to, workflow assignments and distributions to plan review staff, plan reviewer training, intake and acceptance procedures via the Rhythm for Civics, etc.

2.3 ROLE AND RESPONSIBILITIES

2.3.1 CITY OF LONG BEACH

City Resources	Responsibilities
Project Steering Committee	• Ultimate responsibility for the success of the project • Creating an environment that promotes project buy-in • Driving the project through all levels of the City • 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	• Overall administration, coordination, communication, and decision-making associated with the implementation • Planning, scheduling, coordinating and tracking the implementation with Sub-Consultant and within the City • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: • Attending requirements workshop sessions • Willing and able to gather data and make decisions about business processes • Assist in the creation of specifications for reports & conversions • Review and test the system configuration, reports & conversion • Participating in the implementation of the IPS system
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: • Being trained on IPS at a System Administration level • Being fully engaged in the Business Analysis and system configuration activities • Assist internal efforts towards the creation of reports & conversions • Assist in the review and testing of the system • Actively participate in the full implementation of IPS
Technical Lead	Responsibilities include: • Primary responsibility for the technical environment during the software implementation • Ensure that servers, databases, network, desktops, and printers, are available for system implementation and meet minimum standards

City Resources	Responsibilities
	- Work with Sub-Consultant 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

3. IMPLEMENTATION APPROACH

System implementation and integration is a critical activity that sets the tone for the City's ongoing use of EPC & IPS systems. A Sub-Consultant implementation team – TruePoint Solutions – will lead all project management, working in partnership with e-PlanSoft and City staff to confirm that this project is delivered on time and within budget. The TruePoint Implementation Strategy requires customers to play an active role in the implementation to ensure the solution ultimately meets their needs, as all Sub-Consultant project tasks require input, prerequisite tasks, and extensive reviews from the customer.

3.1 CRITICAL SUCCESS FACTORS

Project implementation will be a collaborative effort between the City, Consultant and Sub-Consultant. Significant time will be spent to ensure City goals are met, as defined in the Statement of Work. The following list identifies the critical factors that typically have a significant impact on IPS implementations:

- Dedicated City Participation – Sub-Consultant fully understands that City staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the EPC – IPS integration project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of services as defined in the Project Plan. Sub-Consultant will communicate insufficient participation of City and Sub-Consultant resources through Project Status Reports with real and potential impacts to the project timeline. TruePoint will work with the Project Steering Committee and project manager to determine appropriate team member involvement. This could range from full-time during early analysis meetings to part-time during the technical implementation phase.
- Knowledge Transfer – While Sub-Consultant cannot guarantee specific expertise for City staff because of participation in the project, all reasonable efforts will be made to transfer knowledge to the City. It is critical that City personnel participate in the analysis, configuration, testing and deployment of EPC/IPS to transfer knowledge to the City. Once Post Production assistance tasks are completed by Sub-Consultant Services, the City assumes all day-to-day operations of IPS outside of the Maintenance and Support Agreement. The Maintenance and Support Agreement does not cover any City manipulation of implemented configuration, reports, interfaces and adapters.
- Deliverable Acceptance Process – Upon completion of each deliverable according to the acceptance criteria defined herein, Sub-Consultant will provide the City with a Deliverable Acceptance Form to formalize acceptance and completion. This form is subsequently signed by the appropriate City contact, and faxed/scanned/emailed or hand delivered to Sub-Consultant. It is critical that reviews and approvals for each project deliverable are completed to confirm that Sub-Consultant is meeting its expectations. Upon completion of each Deliverables Acceptance Form, Sub-Consultant will proceed toward the next milestone. Deliverable review cycles, if extensive, can extend the length of a project significantly.
- Sub-Consultant's Implementation Strategy – Sub-Consultant's successful, proven, implementation Strategy is crucial to the project success. Sub-Consultant's software and customer base is a niche market and, as such, the Implementation Strategy may differ from other consulting firms and software packages. It is imperative to project success that the City is willing to adhere/adopt to TruePoint's implementation Strategy.
- Documentation of Current Processes and Systems – The level of available documentation can impact a project schedule considerably. Proper documentation can expedite the learning process for Sub-Consultants, while limited documentation can result in additional phases (i.e., As-Is documentation, requirements validation and review).

- Complexity of Scope and Requirements including:
  - Number of departments, divisions, user groups and/or agencies to which the software is deployed.
  - Level of automation required and degree to which Clients rely on inherent COTS configuration that maximizes out of the box functionality thereby reducing ongoing maintenance and support efforts.
  - Conversion requirements – number and complexity of sources systems for data migration. System factors that lead to additional complexity include data cleansing requirements (if any) and/or converting legacy systems with limited and/or no documentation.
  - Interfaces requirements – number and complexity of interfaces and specification of such, including but not limited to the frequency and type of data to be exchanged.
  - Training requirements – including the number of business users that will require training and the schedule to do so in a manner that minimizes impact to operations.
  - Testing requirements – including the time and effort available of City staff to define and accurately and adequately test the new functionality and data migrated.

While some or all of these factors influence the overall project schedule, it is critical to understand the business reasons for implementation, including the overall goals and objectives ofthe Client. Often Agencies are working to implement mandated requirements within specified timeframes; other Clients seek to increase efficiency, extend transparency and/or reduce overall spending on custom development efforts. The City's goals and objectives need to be considered in the development of an overall project schedule that reduces risk, maximizes benefit and works within your Agency's constraints.

3.2 DELIVERABLES

The following represents a list of the deliverables for this project.

3.2.1 TANGIBLE DELIVERABLES

The following is a list of deliverables that will be delivered to the City. All of these will require a signoff and acceptance by the City.

LIST OF DELIVERABLES

Deliverable	Description
Project Management Plan	This will be developed in Microsoft Project and updated on a regularly. An initial project plan has been included in this proposal for consideration but the first draft will be initiated during the kickoff meeting and agreed to and signed off by the entire project team. It is expected that the Project Plan will be a living document and updated regularly.
Status Reports	This document represents the current state of the project and will be provided on an agreed upon interval throughout the project
IPS Design Documents	This document outlines how the IPS solution will be developed for the City's business needs. Best practices will be used to maximize the

Deliverable	Description
	product functionality. These documents will need to be signed off by the City before development on the product begins.
IPS Configuration	This is the configuration of the IPS solution solely based on the signed off IPS Design Documents.
Rhythm Design Documents	This document outlines how the Rhythm for Civics solution will be developed for the City's business needs. Best practices will be used to maximize the product functionality. These documents will need to be signed off by the City before development on the product begins.
Rhythm Configuration	This is the configuration of the Rhythm for Civics solution solely based on the signed off Rhythm Design Documents.
Training Plan	Training Plan to meet the training needs for this project and City's requirements.
User Acceptance Test Case Documents	These test case documents are templates. These test case documents are used during User Acceptance Testing by the City to help focus testing.

3.2.2 RHYTHM FOR CIVICS REPORTS

The City has requested 3 reports to be created for Phase 2 to provide information about the Link2Gov usage.

E-Plan will work with TruePoint to create the following reports below:

Report Name	Description	Parameters
Applications Accepted Online	Use this report to obtain information about permit applications accepted within a date range.	Start Date End Date
Payment Information	Use this report to get statistics of Link2Gov payments made within a specific date range.	Start Date End Date
User Registrations	Use this report to obtain information about Rhythm for Civics user registrations created within a specific date range.	Start Date End Date

3.2.3 ADDITIONAL DELIVERABLES

Not every deliverable comes in the form of a tangible deliverable. The following is a list of deliverables or actions that the Sub-Consultant team will also deliver

LIST OF DELIVERABLES

Deliverable	Description
Training	This training is to teach end users.
Knowledge Transfer	Knowledge Transfer requires constant Agency participation in all phases of the Infor Solution to ensure understanding of the Infor Products. It is expected that core City Team members will participate throughout the project to learn from TPS not just how to configure the Infor products but how to continue to grow and maintain these systems.
Testing Support	It is expected that the Sub-Consultant team will support all testing, both on and off site.
Go Live Support	This is onsite support for the Go Live week.

4. PROJECT ADMINISTRATION

4.1 QUALITY ASSURANCE

The Sub-Consultant Project Manager will ensure that the Project objectives are being met and that the approach is refined whenever necessary. The following tools will be utilized for this purpose:

- Weekly status meetings and project reviews
- Steering Committee meetings (e-PlanSoft, TruePoint Solutions and the City of Long Beach)
- The project plan, developed in Microsoft Project
- A clearly defined organizational structure

Project risks will be jointly monitored and mitigated by the joint project management team.

4.2 DECISION / ISSUE RESOLUTION

The Sub-Consultant Project Manager, Consultant Project Manager, and City Project Manager are responsible for tracking Decisions that need to be made throughout the project. Decisions may include, but are not limited to, business process changes, team management changes, and legislative changes. The Project Managers will regularly review the list of required decisions, and develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution.

The Project Managers are also responsible for tracking project issues. Any stakeholder / end-user may raise a project issue. The Project Managers will regularly review and evaluate the list of issues, and for those mutually agreed to require resolution, develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution.

Should the decision or issue not be resolved within three (3) business days, either party may escalate the issue by contacting the e-PlanSoft, TruePoint Solutions and City Project Managers, in writing. These parties shall attempt to resolve the issue by mutual agreement. If the issue is not resolved by the Project Managers within two (2) business days from the date of escalation, either party may escalate the issue by contacting, in the case of Sub-Consultant, the CEO, or in the case of The City, the City Steering Committee in writing. These parties shall attempt to resolve the issue by mutual agreement prior to the terms set forth in the SOW.

4.3 DELIVERABLE ACCEPTANCE PROCESS

As part of the project, a number of deliverables, as described in the SOW, will be produced. First, a draft deliverable document is prepared by the Consultant/Sub-Consultant. The review audience is determined by the City Project Manager. The draft is emailed to the audience with an invitation to attend the Kickoff meeting to review the deliverable. Revisions to the deliverable are recorded and made and the revised deliverable is distributed again. A second review meeting may or may not be necessary. Once the revisions have been finalized the deliverable is presented for signoff by the Sub-Consultant Project Manager to the City Project Manager. Upon receipt of a completed deliverable from Sub-Consultant, City will have five business days to accept or reject the deliverable.

A Certificate of Acceptance is attached as a cover to the deliverable document. The Sub-Consultant Project Manager signs the original submission as being compliant to the contract specification. The City Project Manager reviews and signs the certificate indicating that it has been reviewed by the City. The Sub-Consultant Project Manager may make final revisions. The City Project Manager signs the revised deliverable as "Recommended for Approval." If the City notifies Sub-Consultant that it has rejected the deliverable, the City will provide Sub-Consultant with written notice specifying the basis of the deficiency. Sub-Consultant will have a reasonable period to cure any deficiency in the deliverable and resubmit it for acceptance. When resubmitted, the City will have another five-day period to accept or reject the deliverable.

Following acceptance of the deliverable, any further changes or subsequent revisions to the deliverable will need to be addressed between Consultant, Sub-Consultant and the City and may require a mutually acceptable change order request.

4.4 PROJECT TEAM MEETING

The project management meetings will include the following:

- **Project Team Meetings** - The Project Team will meet on a weekly basis. The City Project Managers will review the Team Status Report. Issues and or decisions that require the collaboration of the meeting attendees will be addressed. Issues and/or decisions requiring input from the Project Steering Committee will be escalated. Project status reports will be generated weekly by the Sub-Consultant.
- **Individual Meetings** - Individual project team members will meet with fellow team members throughout the project as dictated in the project plan and on an as-needed basis.

4.5 WORK LOCATION

The work described in this SOW will take place at the City's main location and remotely from TruePoint facilities. Sub-Consultant will perform as much work remotely as is feasible.

4.6 HOLIDAYS

Sub-Consultant recognizes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Sub-Consultant will recognize City Holidays

4.7 FACILITIES, TOOLS, EQUIPMENT RESOURCES & ACCESS

The following are the minimum facility requirements Sub-Consultant needs in order to deliver the services identified in this SOW properly. City will be responsible for ensuring that these facilities are provided to Sub-Consultant prior to work being initiated and that the facilities will be at least equivalent to those provided to City's own employees. City will also be responsible for all costs associated with acquisition and use of the facilities, including all charges for the installation and use of telephones and modem lines.

Facilities provided to Sub-Consultant will only be accessible to its employees and authorized City personnel. To validate the confidentiality of the information collected, the office areas provided will be reasonably secure. City will also provide Sub-Consultant with access to conference rooms, cafeterias, parking, and other similar facilities at no charge or at a charge commensurate with that charged to City's own employees. No specific tools are required for the work.

Sub-Consultant requires the following facilities and equipment at various points throughout the project:

Facility/Tool/Equipment	Description
Project Team Space	Co-located team space for Sub-Consultant and City.
Conference Rooms	City will provide a conference room to conduct meetings. Each room to include, at a minimum, a desk or table and 4 chairs.
Network Access	Minimum of one network line for each enclosed office and cubicle provided. Wireless internet connectivity is required.
Remote Access	Sub-Consultant will be provided with remote VPN access so that functional and technical work can be done remotely.

5. APPENDIX: DELIVERABLE ACCEPTANCE CERTIFICATE SAMPLE

Deliverable Information	
City:	
Project:	
Initiated by:	
Date Initiated:	
Date Requested For Response:	
Deliverable Name:	
Deliverable Description:	
File Name and Location:	

☐ Accepted   ☐ Rejected

The above deliverable work product has been reviewed by City and meets the objectives and passes the acceptance criteria agreed by City and Consultant for this deliverable / work product.

To Be Completed By City	
If Rejected, Indicated Reason	☐ Supporting documents are incomplete
	☐ Project Management Team disagrees with information provided
	☐ More information is needed (see below)
	☐ Other (see below)
If Rejected, Other Comments	
Other Comments, if any	
Documents Attached : Nonconformance List	

Reviewers			
Printed Name	Title	Signature	Date
Approval			
Printed Name	Title	Signature	Date

Consultant Qualifications

Company Background

TruePoint was incorporated in 2004 and actively engaged in business as of January 2005. They are a certified Small Business Enterprise with headquarters located in the Sacramento area of California.

TruePoint is comprised almost entirely of former Hansen employees and executives. No other company in the world can claim as much direct Hansen software experience. The owners and staff all have a common origin of having worked at the same company – Hansen Information Technologies – prior to the creation of TruePoint. Most of their staff have worked together for more than a decade – some, over two decades. TruePoint Solutions is one of the few systems integrators to be given early access to the Infor Rhythm Portal Software. As such this makes TruePoint Solutions, lead Paula Montoya, the best qualified systems integrator to complete the integration outlined in this SOW.

The main contact for this project is:

PAULA WHITTEMORE MONTOYA
PROJECT MANAGER

Resumes

PAULA WHITTEMORE MONTOYA
PROJECT MANAGER

PROFILE
During Paula's 19 year career in the government sector, she has had the opportunity to fulfill many project roles: Project Director, Project Manager, Technical Lead/Developer and Data Conversion Manager/Developer. Her technical skills have allowed her to have highly successful project implementations.

PROFESSIONAL EXPERIENCE:
TruePoint Solutions, LLC
Loomis, CA   2006 – Current
Partner Solutions Director
Manages and works on government specific projects with multiple software products, including Infor, Lucity, and other software providers, as well as with TruePoint Solution's software.

Responsibilities include:
- Act as the Project Manager, business analyst, configuration specialist, report developer, programmer and/or quality assurance specialist in solo or team projects.
- Manage Project team
- Develop conversion document, programs and test plans
- Develop interface document, programs and test plans
- Develop scripting specification, programs and test plans
- Develop, maintain and implement project timelines and deliverables
- Maintain system life cycle procedures and documentation
- Manage end user support procedures and productivity

Notable Projects:
- Calvert County, MD – Infor CDR
- Sacramento County, CA – Infor Assets
- Monterey, CA – Infor CDR, Assets
- Beverly Hills – Infor Assets
- San Diego County - Accela Automation
- City of Buena Park, CA - Lucity
- Gwinnett County, GA - Business Assessment
- Pinal County, AZ - Accela Automation, Lucity
- Oceanside, CA - Lucity
- San Marcos, CA - Lucity
- Bonney Lake, WA – Lucity

- Clackamas County, OR - Lucity
- El Paso, TX - Accela Automation
- Sacramento County - Accela Automation
- Peoria, AZ - Accela Automation
- Cleveland, OH - Accela Automation
- Ft Collins, CO - Accela Automation

Enabling Partners, LLC
Cleveland, OH 2005 – 2006
Helped build Enabling Partners into a larger, more successful, company.

Responsibilities included:
- Acted as the Project Manager, business analyst, configuration specialist, report developer, programmer and/or quality assurance specialist in solo or team projects.
- Developed, maintained and implemented project timelines and deliverables
- Maintained system life cycle procedures and documentation
- Managed end user support procedures and productivity
- Built relationships with other companies.
- Built standards for Enabling Partner's government section.
- Built a strong team of employees.
- Managed employees within the Enabling Partner's government section.

Notable Projects:
- City of Buena Park CA - Lucity
- Mesa County CO - Lucity
- Oklahoma City OK - Accela Automation
- Butler County OH - Accela Automation
- Pinal County AZ - Accela Automation
- City of Kansas City MO -Kiva
- City of Bridgeport TX - Lucity
- City of Atlanta GA - Kiva

Hansen Information Technologies
Sacramento, CA   *1996- 2005*
Project Director, 1998-2005
Directed large-scale project implementations with teams of people composed of both company and client personnel

Notable Projects:
- City of Shoreline, WA
- City of Las Vegas, NV
- City of Riverside, CA
- City of Chicago, IL
- City of Peoria, AZ
- Pima County, AZ
- City of Nashville, TN

Data Conversion Manager, 1997-1998
Managed all Productivity of data conversion department

Responsibilities included:
- Developed cost analyses of all data conversion projects
- Personnel management of all department employees
- Maintained priorities for all projects within department

Data Conversion Analyst, 1996-1997
Conducted requirements analyses and developed test and document conversion solutions to facilitate the implementation of all Hansen Version 7.x modules
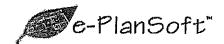
SOFTWARE EXPERIENCE:
- Accela Automation
- Crystal Reports
- SSRS
- TruePoint
- Kiva
- Microsoft Office
- Java
- Hansen Technologies
- Lucity

EDUCATION:
Bachelor of Science, Computer Science, 1996

KENT JOHNSON

CHIEF EXECUTIVE OFFICER – PROJECT PRINCIPAL

PROFILE

Kent has in-depth experience in the local government marketplace working exclusively within public sector for the last 30 years. He has demonstrated performance in managing worldwide delivery of Implementation and Integration Services. Kent has a breadth of experience in the Public Sector ERP Industry especially in working with the Hansen (now Infor Public Sector) systems.

PROFESSIONAL EXPERIENCE

TruePoint Solutions
Loomis, CA   Nov 2004 - Present
Chief Executive Officer
TruePoint Solutions is a software and services company, solely focused on Information Technology Solutions for local government agencies, water companies and special districts. As compared to most full-suite ERP vendors, we specialize in Utility Management applications and associated integrations (GIS, Asset Management and Financial Management). TruePoint's exclusive focus on Utility Operations has resulted in some of the most focused, powerful solutions in the industry. Established in 2004 TruePoint has enjoyed healthy, steady growth and an increasing number of happy customers. Many of the solutions that TruePoint staff has been involved with over the years are still successfully running in some of the largest cities and counties in the U.S. and abroad.

Hansen Information Technologies
Sacramento, CA   1987 – Jan 2005
Hansen Information Technologies is the largest leading supplier of application software that helps manage the operations of government. Through its 270 domestic and global employees, Hansen supports over 500 state, city, county, and special district governments, covering more than 80 million people who conduct over 1.2 billion transactions a year.

Chief Operating Officer   1998 – January 2005
Manage the daily operations of company with a focus on the efficiency and growth of Hansen's sales, support, and marketing activities with a goal of long-term success. Work in conjunction with other members of senior management to develop and implement goals / objectives, policies / procedures, plans, and strategies. Develop and administer budgets based on strategic forecasting. Maintain full P&L responsibility to achieve company's fiscal objectives. Create, analyze, and execute sales distribution models utilized to target new growth opportunities.

Selected accomplishments:
- Drove sales and marketing efforts contributory to revenue increases from $7 million to $36 million while meeting customer expectations for quality, cost, and delivery.
- Spearheaded the establishment of an international presence in Australia, New Zealand, Canada, Holland, Brazil, Japan, United Kingdom, and South Africa.
- Negotiated successful acquisition of Microsoft-related financials company that increased client based by more than 200 local government and not-for-profit customers.
- Assembled and managed an external advisory board of marquee customer accounts to provide third-party review of direction for products and services.

Vice President – Technical Products & Services   1995 – 1998

Directed company's efforts to define, plan, deliver, and support its product offerings, providing strategy and direction needed to bring state-of-the-art software products to market. Ensured that all products and services were completely supported by functional roles, programs, and processes. Supervised a staff of 75+.

Selected accomplishments:
- Led migration of entire customer base from version 6 product line to version 7.
- Launched first international subsidiary in Canada.
- Conceptualized and implemented enhanced Helpdesk services, expediting profitability.

Director – Systems & Programming   1990 – 1995

Supervised the activities of 45 employees in carrying out all facets of responsibility related to system analysis, design, and programming functions. Implemented work schedules and ensured they were carried out with specific checkpoint and final completion dates. Established and implemented appropriate procedures for monitoring and reporting activities. Established and administered departmental budget. Determined scope and task of systems and programming activities required for new proposals. Oversaw training and continued professional development of employees.

Selected accomplishments:
- Led migration of entire customer base from version 5 product line to version 6.
- Established and managed Helpdesk Department to support customer base.
- Played an integral role in the creation of first channel partnership with MITS in Australia to support Hansen's selection of every local government entity in New Zealand.
- Managed Regional User Group forums and International Conferences.

Manager – VAX Development 1987 – 1990

Led the transition from PC-based solutions to Digital Equipment Corporation VAX platform, delivering operational solutions to more than a dozen tier 1 / tier 2 local government accounts. Recruited and managed core development staff, three of five whom remain employed by Hansen.

Selected accomplishment:
- Delivered the first 'key' customers to Hansen's foundation in the large scale government arena.

EDUCATION
Bachelor of Science in Information Systems Management
University of San Francisco – San Francisco, CA

MICHAEL COX
TECHNICAL CONSULTANT

PROFILE
For the past 15 years, Mike has worked in the capacity of Technical Consultant, Owner and CEO, Preventative Maintenance Systems Specialist, Data Conversion Specialist, and Systems Integrator. He has a BS in Management of Information Systems from CSUS and is also an Oracle DBA Certified Professional and PL/SQL Certified Associate.

PROFESSIONAL EXPERIENCE:
TruePoint Solutions
Technical Consultant
Loomis, CA   March 2013 – Present
As a Technical Consultant on various projects Michael has the following responsibilities:
*   Create Report Specifications and Reports in Crystal or SSRS
*   Develop strategies for converting data from legacy systems
*   Create data conversion documents and data conversion programs
*   Create interfaces to 3rd party data
*   Create JAVA scripting (Event Scripts) to automate business processes
*   Installation of various products on clients' servers

Engagements include:
*   Sacramento County – Personnel accounting system to Infor interface (in development) - .NET Application
*   City of Cleveland - Accela to XML finance interface – .NET Application
*   Clackamas County - Permits Plus to Accela conversion – Transact SQL
*   Gwinnett County – APO to Accela Interface (Transact SQL) & Lucity to Accela bi-directional interface (.NET & JavaScript)
*   Pasco County – Mainframe to Accela conversion (in development) – PL/SQL
*   San Mateo County- Tidemark to Accela conversion – PL/SQL
*   City of San Leandro – Tidemark to Accela conversion – PL/SQL
*   City of Santa Monica - Permits Plus to Accela conversion – Transact SQL
*   California State Lands Commission – State lease information to Accela Conversion – Transact SQL
*   City of Omaha – Registered rental properties to Accela Conversion – Transact SQL
*   City of Asheville – HTE to Accela – Transact SQL

Turn-Key Solutions, Inc.
Owner & Chief Executive Officer
Roseville, CA   July 2005 – March 2013
Identified and executed strategies to leverage opportunities within the real estate market. Oversaw and streamlined company operations. Negotiated contracts with customers and vendors. Managed company finances including working capital, accounts receivable/payable and payroll. Monitored profitability of various functionally and geographically specific initiatives. Recruited, hired, trained, managed and terminated human resources. Led marketing & sales efforts to develop and maintain relationships with customers and prospective clients. Ensured legal compliance with various real estate, mortgage, contracting and employment laws.

Preventive Maintenance Systems Specialist
City of Roseville
Roseville, CA   Feb 2005 – June 2005
Supported City's Environmental Utilities' (EU) preventative maintenance system (Hansen Version 7) while interacting with City's IT department. Primarily utilized Hansen modules included sewer, water, street and parts.

Hansen Information Technologies (Infor)
System Integrator
Sacramento, CA   2000 – 2004
Conducted and supervised requirements analysis, design, programming, testing and documentation of software solutions during the implementation of all Hansen software modules.

Notable Projects
- **County of Riverside, CA** – Project technical lead for County's implementation of Hansen 8 permits and code enforcement modules. Design address and parcel interface between Hansen and Riverside's GIS SDE database utilizing VB.NET. Worked with Hansen QA department to test and install software upgrades on County's web servers.
- **Mid-Kent Water, London, England** – Conducted initial project interviews with various levels of Mid-Kent Water staff to gather preliminary information and formulate key project goals. Summarized key findings and prepared reports for incoming Hansen project staff.
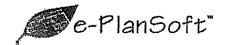- **City of Winston-Salem, NC** – Designed a real-time PL/SQL interface between a third party cashiering system and Hansen's permit module. Developed a PL/SQL general ledger interface to extract qualifying financial transactions from Hansen's asset work management and permit modules. Created Visual Basic GUI and PL/SQL procedures enabling Hansen users to administrate permit stage progression schedules. Conducted database trigger requirements analysis and delegated development to other system integrators.
- **Caltrans** – Organized and conducted meetings with cross-functional teams comprised of both Caltrans and consultant (Deloitte) staff to facilitate various development and analysis efforts. Created Crystal report to extract regulated chemical usage data from Hansen Version 7 into a specified data format for a state-mandated report. Maintained PL/SQL interface to update Hansen inventory control module with inventory cost updates. Designed PL/SQL interface to create signal and lighting inventory files for an external billing system. Developed PL/SQL interface to synchronize bridge data between structure management system and maintenance management system. Created Oracle database triggers to enforce various work management business rules. Constructed Visual Basic 6 GUI and PL/SQL scripts to propagate cost center changes throughout the asset management system, which seamlessly integrated with the Version 7.x suite. Standardized and documented PL/SQL exception handling for entire Integrated Maintenance Management System project.
- **City of Troy, MI** – Created a Transact SQL conversion to move existing utility billing accounts from a legacy utility billing system into the Hansen data structure. Constructed a Transact SQL interface to download water meter reading routes from Hansen into a proprietary meter reading system and upload resulting meter readings back into Hansen.
- **City of Louisville, KY** – Developed preventive maintenance and work order triggers to auto-fill and validate data upon data entry. Redesigned existing customer service triggers to improve effectiveness and performance. Designed PL/SQL interface to synchronize address and parcel data between a GIS SDE db and City's Hansen db. Converted Metropolitan Sewer District's City Call data into the Hansen Version 7.x data structure.
- **City of Seattle, WA** – Developed customized Oracle database triggers to enforce business rules for building permit fee transactions.
- **New York City, NY** – Converted stock inventory data from a legacy system into Hansen's data structure. Developed interface for Hydroqual Inc. to convert catch basin inspection data into Hansen.

EDUCATION:
- California State University, Sacramento - Bachelors of Science, Business Administration – 2002. Concentration: Management Information Systems

LICENSES & CERTIFICATIONS:
- ION Certified
- Oracle Certified Professional: Oracle 9i Database Administration
- Oracle Certified PL/SQL Developer

SHAUNA MINOR
BUSINESS ANALYST

PROFILE
Experienced in configuration and application development in a government environment. Shauna possesses the ability to manage multiple projects in many aspects of execution including implementation design, execution, training and post go-live support. Possess strong communication and organizational skills. Detail oriented.

Professional Experience
TruePoint Solutions
Tucson, AZ
Implementation Consultant   May 2008 – Present
Primary responsibilities include working as part of an implementation team on various assets/work management, permitting, licensing, and code enforcement system implementations. Responsibilities include business analysis, software configuration, data conversion analysis, report specifications and client training.

Notable Projects

- Monterey, CA (Infor)
- Calvert County, MD (Infor)
- Tulsa, OK (Lucity)
- Pinal County, AZ (Accela Automation)
- Oceanside, CA (Lucity)
- San Marcos, CA (Lucity)
- Watertown, WI (Accela Automation)
- Santa Monica, CA (Accela Automation)
- Arapahoe, CO (Accela Automation)
- Concord, CA (Accela Automation)

- El Paso, TX (Accela Automation)
- Peoria, AZ (Accela Automation)
- Cleveland, OH (Accela Automation)
- Lincoln, NE (Accela Automation)
- San Diego County, CA (Accela Automation)
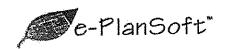- Placer County, CA (Accela Automation)

Previous experience available upon request

Education
- Pima Community College – Tucson, AZ – Business Studies
- Hogan School of Real Estate – Tucson, AZ – Real Estate Licensing Certification and Coursework

References
Personal and professional references available upon request

CALEB R. HARSHBARGER
PROGRAMMER/IT ANALYST

PROFILE
Caleb Harshbarger is a technical implementation consultant focused on programming, database management and user interface design. His programming language experience includes PL/SQL, C++, C#, Java, JavaScript, Visual Basic, XML, HTML, CSS, PHP, and Perl. Caleb has worked with Oracle, Access and MySQL Server.

PROFESSIONAL EXPERIENCE
TruePoint Solutions
Technical Consultant June 2010 - Present
As a Technical Consultant on various projects Caleb has the following responsibilities:
- Create Report Specification and Reports in Crystal or SSRS
- Develop strategies for converting data from legacy systems
- Create data conversion documents and data conversion programs
- Create interfaces to 3rd party data
- Create JAVA scripting (Event Scripts) to automate business processes
- Installation of various products on clients' servers

Engagements include:
- Sac County – An Infor implementation. Primary function as an interface developer, business analysis, data conversion expert.
- Calvert County - An Infor implementation. Support business analysts writing formulas.
- Monterey – An Infor implementation. Support business analysts writing formulas.
- Boston, Department of Building – An Accela Automation implementation. Functioned as lead Event Script developer, managing a team of 10+ programmers
- New York City, Department of Building – An Accela automation implementation, Primary function as an expert Accela Resource and expert in Event Script design and development.
- New York City, Department of Consumer Affairs – An Accela automation implementation. Function as expert resource in Accela Event Script design and development.
- San Diego County – An Accela automation implementation migrating from Kiva to Accela Automation. Primary function is as an expert in Event Script design and development. Other areas including Business Analysis, Conversion, ACA, AMO, APO, Interfaces.
- El Paso – An Accela Automation implementation Including AA Licensing
- Pinal County – An Accela Automation implementation including all Accela components

Previous IT related experience available upon request

EDUCATION
University of Nebraska - Lincoln May 2003
Bachelor of Science - Computer Science, Minor in Business

TASKS

#	TASKS	DURATION
27	Long Beach Phase 2 - IPS/EPC Integration	152 days
28	Project Management	8 days
	Project Initiation	8 days
	Review Project Plan	3 days
	Update Project Plan	5 days
	Review and Approve Project Plan	0 days
	Kick-Off Meeting	0 days
	Back Office (BO) Enhancement	95 days
	BO Business Analysis (BA) Phase	50 days
	BO Onsite Work Sessions	10 days
	Complete BO BA Documentation	10 days
	BO BA Document Review Sessions	4 days
	Update BO BA Configuration Sessions	5 days
	Approve BO BA Configuration Documents	0 days
	Infor Public Sector (IPS) Configuration	55 days
	Build IPS Configuration	50 days
	Unit Test IPS Configuration	50 days
	Update IPS Configuration	50 days
	Unit Accept IPS Configuration	0 days
	Rhythm Portal (RP) Enhancements	64 days
	RP Business Analysis (BA) Phase	16 days
	RP Onsite Work Session	2 days
	Complete RP BA Documentation	5 days
	RP BA Document Review Sessions	3 days
	Update RP BA Configuration Sessions	3 days
	Approve RP BA Configuration Documents	0 days

Schedule columns: Month 1, Month 2, Month 3, Month 4, Month 5, Month 6, Month 7

TruePoint Solutions

#	TASKS	DURATION
53	▲ ☑ RP Configuration	51 days
54	☑ Build RP Configuration	30 days
55	☑ Unit Test RP Configuration	30 days
56	☑ Update RP Configuration	30 days
57	☑ Accept RP Configuration	0 days
58	▲ ☑ Readiness	92 days
59	▲ ☑ User Acceptance Testing	81 days
60	☑ User Acceptance Testing (UAT) – Test Case Development	5 days
61	☑ User Acceptance Testing	76 days
62	◆ Infor Public Sector User Acceptance	0 days
63	▲ ☑ Training	12 days
64	☑ Training Plan Development	5 days
65	☑ Training Plan Review and Updates	2 days
66	◆ Training Plan Approval	0 days
67	☑ End user Training	5 days
68	◆ Training Acceptance	0 days
69	▲ ☑ Deploy	9 days
70	▲ ☑ Production Migration	5 days
71	◆ Production Instance Ready For GO LIVE	0 days
72	◆ Production Dynamic Portal Ready For GO LIVE	0 days
73	☑ Execute Go Live Plan	3 days
74	◆ Go Live Plan executed successfully	0 days
75	◆ Go Live	0 days
76	☑ Go Live Support	5 days

Task bar labels (Gantt chart): RP Configuration, Build RP Configuration, Unit Test RP Con..., Update RP Configuration, Accept RP Configuration, Readiness, User Acceptance Testing, User Acceptance Testing (UAT) – Test..., User Acceptance Testing, Infor Public Sector User Acceptance, Training, Training Plan Development, Training Plan Review and Updates, Training Plan Approval, End user Training, Training Acceptance, Deploy, Production Migration, Production Instance Ready For GO L..., Production Dynamic Portal Ready F..., Execute Go Live Plan, Go Live Plan executed successfully, Go Live, Go Live Support

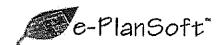Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7

*It is expected during the Project Initiation to update the project plan based on the City's availability and resource allocation requirements and needs. This may dictate a longer project schedule based upon resource availability and time commitments to the project.

EXHIBIT "B-1"

Rates or Charges

e-PlanSoft

TruePoint Solutions

Phase 2 Project Costing

Phase 2 Costing	Hours	Rate	Total Cost
Truepoint Project Management	120	$ 165	$ 19,800
e-PlanSoft Project Management	160	$ 150	$ 24,000
e-Plansoft Technical Integration Support	90	$ 150	$ 13,500
Back Office Business Analysis (BA) Phase	136	$ 165	$ 22,440
Rhythm Portal Business Analysis (BA) Phase	385	$ 165	$ 63,525
Infor Public Sector (IPS) Configuration	320	$ 165	$ 52,800
Rhythm Portal Configuration	400	$ 165	$ 66,000
User Acceptance Testing	100	$ 165	$ 16,500
End user Training and documentation	72	$ 165	$ 11,880
Go Live	80	$ 165	$ 13,200
Expenses Estimate (10, 2 person onsite trips expected)	-	-	$ 40,000
Phase 2 Total	1863		$ 343,645

*Payment terms are outlined in the SOW

*TruePoint Solutions Services Rate: $165/Hour

*e-PlanSoft Services Rate $150/Hour

Payment Schedule

Phase 2 Services

Project Initiation	10%	$	30,364.50
IPS Back Office Business Analysis	15%	$	45,546.75
Rhythm Portal Business Analysis	15%	$	45,546.75
Back Office Enhancement	20%	$	60,729.00
Rhythm Portal Enhancement	20%	$	60,729.00
IPS User Acceptance	10%	$	30,364.50
Go Live	10%	$	30,364.50

*Expenses invoiced Monthly in accordance with City
Reimbursable Expenses Administrative Regulations
Referenced in SOW