32451

AMENDMENT #3

1. **Parties**

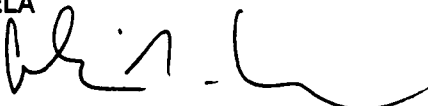| ACCELA	CUSTOMER OR CITY
Accela, Inc.	City of Long Beach, California
2633 Camino Ramon, Suite 500	Department of Health and Human Services
Bishop Ranch 3	2525 Grand Avenue
San Ramon, California 94583	Long Beach, California 90815
Attention: Contracts Administration	Attention: Michelle Kimura
T: 925.659.3200	T: N/A
F: 925.407.2722	F: N/A
e-Mail: contractsadmin@accela.com	e-Mail: N/A

2. **Assignment of Agreement**   Effective June 30, 2015, Decade Software Company, LLC ("Decade") was acquired by Accela. Upon this date, Accela assumed the terms and conditions as well as invoicing and collection functions of the License and Support Agreement (City of Long Beach Contract Number 32451), between Decade and City of Long Beach Department of Health and Human Services dated November 21, 2011, and any amendments thereto ("Agreement").

3. **Effective Date of Amendment**   This Amendment to the Agreement is effective as of the date of City's signature ("Effective Date").

4. **Deliverables and Compensation**   By mutual agreement of the parties, the EnvisionConnect Portal software application will be relinquished in exchange for EnvisionConnect Online. The EnvisionConnect Online software, support and implementation services, as more fully described in the Price Proposal attached hereto as Exhibit A, and shall be appended to the Agreement and fees are due as follows: 100% of One-Time Professional Service fees are due upon the Effective Date and Recurring Fees will be invoiced monthly; payment terms are net 30. Customer's payment obligations for EnvisionConnect Portal will be ended by Accela as of the Effective Date.

5. **Terms and Conditions**

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

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

ACCELA

By: _____
Signature

_____Colin M. Samuels_____
Print Name

Its___Asst. Corp. Secretary___
Title

Dated: __October 6, 2015__
Month, Day, Year

Exhibit A, EnvisionConnect Online Price Proposal Follows

Amendment

CUSTOMER

Assistant City Manager

By: _____
Signature

Patrick H. West
Print Name

Its___City Manager___
Title

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Dated: __11/16/15__ APPROVED AS TO FORM
Month, Day, Year

_____, 20 15
CHARLES PARKIN, City Attorney

By_____
LINDA T. VU
DEPUTY CITY ATTORNEY

BUILDING CAPACITY

Product Description

EnvisionConnect Online is the web-based data-sharing and transaction system for regulated businesses, public constituents, and regional partner agencies.
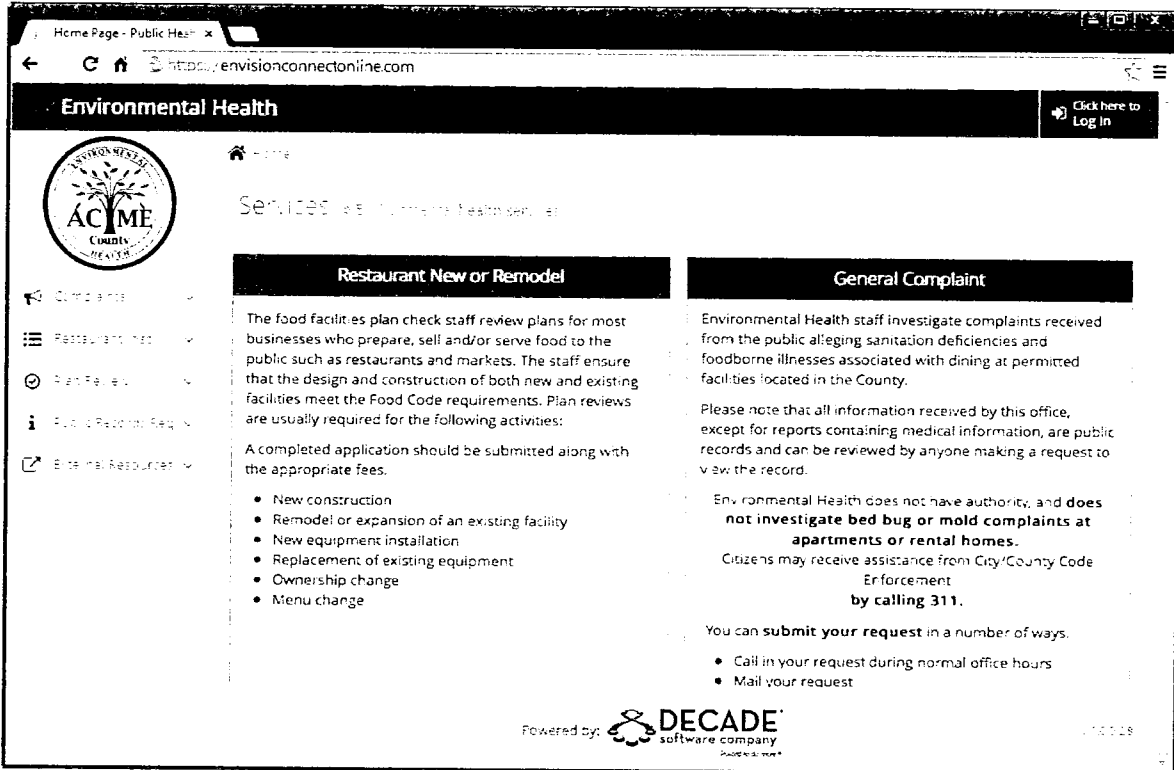
This gateway integrates seamlessly with the EnvisionConnect data management back-end, and offers the following components:

Core/Configuration – Agency-Driven Workflow Design

Once deployed and securely connected to the agency's EnvisionConnect database, the system may be configured by the agency for any number of named workflows/input forms within the scope of Complaints (e.g., food, solid waste, abandoned pool, etc.) and Service Request (Plan check, application for a permit, public records request, etc.).

The core configuration includes e-mail integration for submission notices, password confirmation, etc.

The core deployment/configuration includes a Test and Production instance.

Note: If agency hosts EnvisionConnect within its own data center (Agency Hosted), the EnvisionConnect Online server must be provisioned to minimum requirements before this step can occur. See "Hardware & Network Requirements (Agency Hosted)" for more information.

Complaints

Any number of EnvisionConnect Online workflows may feed into the Complaint Dispatch Center through forms and workflows specified/designed by the agency. Complaints may be anonymous and could include attachments (e.g., pictures).

Service Requests

Any number of EnvisionConnect Online workflows may feed into the Service Request Dispatch Center through forms and workflows specified/designed by the agency. Service Requests may require registration (i.e., username/password) and may require attachments (e.g., plans) and fees.

Payments

Online credit card payments for services/forms may be required for any workflow. The payments subsystem connects with the agency's Payment Gateway for secure online transactions.

Invoices and Statements

Existing invoices/statements may be paid online, thus avoiding the postage, paper, and handling. The payments subsystem connects with the agency's Payment Gateway for secure online transactions.

Permits

Paid permits may be immediately printed/reprinted on demand by customers, thus avoiding printing, postage, and handling.

Business Dashboard

Each registered user may be attached to one or more permitted entities. Those attached entities may be managed by the registered user through the Business Dashboard. The dashboard features a summary of all facilities, complaints, inspections, fees, open violations, etc.

Upcoming Workflows

- Cross Connection/Backflow Prevention
- Violations/Corrective Action Plans
- Public Records
- Inspection Results
- Single Sign-On

Hardware & Network Requirements (Self Hosted)

The following applies only to instances of EnvisionConnect / EnvisionConnect Online hosted by the implementing agency.

EnvisionConnect Online Server

A Windows server with the following characteristics must be provisioned and deployed in the agency's "DMZ." The server may be virtualized. The server may host both the Production and Test instances.

Hardware Requirement	Description
Processor	Intel Xeon or quad-core equivalent (required)
Memory	8 GB (minimum) 16 GB (recommended)
Hard Disk	Best practices suggest using a disk configuration, which provides a balance of speed and redundancy (with at least 500GB of free disk space). Please contact Decade Software Company for additional support.
Operating System	Windows Server 2008 R2 Windows Server 2012 (recommended)

Firewall

The agency's firewall must allow traffic from the EnvisionConnect Online Server and the existing EnvisionConnect database (Production and Test). Generally, this requires opening TCP Port 1433 between the two machines.

SQL Server Account

The agency's SQL Server must be configured to implement a new named account by which EnvisionConnect Online communicates.

Project Deliverables

This project requires deliverables from both parties (Decade and the implementing agency). The profile of deliverables differs for cases where Decade hosts EnvisionConnect.

The table below describes each deliverable in one of two configurations: Decade-Hosted and Agency-Hosted

Requirement	Decade-Hosted Responsible Party	Agency-Hosted Responsible Party
Named Implementation Specialist / Project Manager	Decade	Decade
Named Project Coordinator / Subject Matter Expert(s)	Agency	Agency
Named IT Liaison / Manager	Decade	Agency
Named EnvisionConnect Online Administrator / EnvisionConnect Account	Agency	Agency
Software License, Maintenance, and Support	Decade	Decade
EnvisionConnect Online Administrator's Guide	Decade	Decade
EnvisionConnect Online Software Installation	Decade	Agency
System Configuration (Initial Access, Database Connectivity, E-mail)	Decade	Agency
EnvisionConnect Online Server	Decade	Agency
SMTP Server/Services (for outgoing e-mail)	Decade	Agency
SQL Server Credentials (new account / limited access for web server)	Decade	Agency
Firewalled Database Connectivity from EnvisionConnect Online Server to EnvisionConnect SQL Server (e.g., port 1433)	Decade	Agency
Online and Remote Training Resources	Decade	Decade

Pricing Structure

EnvisionConnect Online is licensed and supported under a recurring subscription plan called the License and Support Agreement (LSA). The LSA fees are based on your jurisdiction's population. This contract structure offers a continuously appreciating asset by guaranteeing the continual evolution of the data management technology, and provides your agency with a consistent and predictable annual budget item. The LSA includes any future releases, including enhancements to functionality and performance fixes, of the software and client support (help desk) related to these products.

Proposed Investment

One-Time Professional Service Fees		
Professional Services	**Population Served**	**One-Time Cost**
EnvisionConnect Online Setup	462,257	$ 13,867.71
Total One-Time Professional Service Fees		**$ 13,867.71**

Recurring Fees		
License and Support Fees	**Population Served**	**Annual Cost**
EnvisionConnect Online Annual License, Maintenance, and Support	462,257	$ 13,867.71
Total Recurring Fees		**$ 13,867.71**

Special Provisions

None.

Payment Milestones

Milestone	Payment
Contract Execution, Amendment, Addendum, or Purchase Order	50% of EnvisionConnect Online Setup Fees
Agency Access to EnvisionConnect Online for Configuration	50% of EnvisionConnect Online Setup Fees
Agency Access to EnvisionConnect Online for Configuration	Recurring License, Maintenance, and Support ☐ Monthly ☐ Quarterly Annually