

# Regular City Council **AGENDA ITEM 15.**

Agenda Item: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Type:** Regular Meeting-December 16, 2021

**Department:** Development Services

**Staff Contact:** Stephanie Doland

#### SUMMARY STATEMENT:

In 2018 the City of Brenham commissioned Kendig Keast Collaborative to complete a Comprehensive Plan and in September of 2019 the plan titled, Plan 2040: Historic Past. Bold Future (Plan) was adopted by the Brenham City Council. During the development of the Plan many important objectives and goals were outlined for the overall community and the Development Services Department. The Plan highlighted that the city was growing historically at a 1.5% compound annual growth rate. Many citizens commented that the city should expect to see faster growth than in the recent past due to the recent US 290 improvements and growth of both Houston and Austin metropolitan areas towards Brenham. At the time of the Plan, the city was experiencing a steady growth of between 60 and 80 new residential home permits annually (2014 - 2019). However, in 2020 the Development Services Department issued 98 new residential home permits and to-date in 2021 the department has issued a record breaking 171 new residential home permits. Similarly, commercial construction permits and values are on the rise. With recent new investment by Blinn on the Brenham Campus, new multiple-family housing in the pipeline or recently breaking ground, and the Baker Katz retail center well under construction (100,000+ square feet currently) the community is experiencing growth and development across all platforms and at a phenomenal rate. The Plan suggested that to properly accommodate said rapid growth the Department should focus on growth and revitalization strategies including updating codes to encourage compatible development and adopting procedures to streamline the development review and approval processes.

Currently to obtain a building permit, schedule an inspection, or to submit a planning application all requests and corresponding attachments are submitted via paper copies and digital copies and then subsequently emailed to various intake personnel. Following a completeness check the permit or application is then forwarded to the appropriate staff person(s). With the rapidly growing pace of the community and increased number of annual services processed by the Department it is necessary to reevaluate current workflows and business practices. The current system of paper submittal requirements for all permit types, paper inspection reports and no online payment system is both inefficient for City Staff and is undesirable for the customer. As such, the Department is in need of an online portal for customers to complete tasks such as, to submit applications, schedule inspections, review plan review comments and pay associated fees. Similarly, staff is in need of an online management system which will automatically assign submittals to the appropriate staff contact, review committee or case manager. Currently City staff utilize a combination of Incode (Tyler Technologies) and Microsoft platforms (Teams, Word, Excel, etc). to organize submittals and return services to customers in a timely manner. However, with an increase in the demand for development a more efficient and centralized platform is needed to complete tasks in a manner that is timely and more transparent for customers.

City Staff began searching for the appropriate digital planning and permit software in 2019. Following extensive review and research of multiple software providers a clear leader emerged - Accela Accela offers a software product that will allow the Department to increase its efficiencies and offer a more streamlined approval process for various applications and services. Accela was created specifically for building and planning departments and as such the software is easy to use by both City Staff and the overall construction industry. DigEplan is separate add-on to the Accela software that is focused on providing a customer facing platform that is both intuitive and easy to use regardless if utilized by an architect or a local home owner. Lastly, City Staff proposes to utilize an implementation software provider known as Avocette to guide Staff in the configuring, testing and go-live phases of both the Accela and DigEplan software modules. The implementation is projected to take between six to nine months and will require a team of city "subject matter experts". All three companies and products are included in one contract provided by Carahsoft which is similar to BuyBoard for government IT solutions. A one-time implementation cost will be paid to Avocette (\$80,200) and an annual fee will be charged by Accela for multiple users of the Building and Planning modules (\$44,883.15 - year 1) and by DigEplan (\$9,462.86 - year 1) for use by the Plan Review Committee. The purchase of the annual licenses and the onetime implementation costs are budgeted expenses included in the fiscal year 2021 -2022 adopted budget.

Additional software specifications and deliverables are included in the attached contract and technical data sheets.

#### ATTACHMENTS:

- (1) Carahsoft Contract for Signature
- (2) DigEplan Data Sheet
- (3) Accela Planning Data Sheet
- (4) Accela Building Data Sheet

#### **RECOMMENDED ACTION:**

Approve a multi-year contract between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for Online Planning and Permitting Software and authorize the Mayor to execute any necessary documentation.

## **GOVERNMENT - PRICE QUOTATION**



#### ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH WWW.CARAHSOFT.COM

	Stephanie Doland Director of Develop City of Brenham 200 W. Vulcan Str Brenham, TX 7783	eet	FROM:	Casey Oesterle Carahsoft Techi 11493 Sunset H Reston, Virginia	lills Road			
EMAIL:	sdoland@cityofbre	enham.org	EMAIL:	Casey.Oesterle	@carahs	oft.com		
PHONE:	(979) 337-7269		PHONE:	(571) 662-3010		FAX:	(703) 8	371-8505
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## **GOVERNMENT - PRICE QUOTATION**



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LINE NO.	PART NO.	DESCRIPTION -	QUOTE PRICE	QTY	EXTENDED PRICE
			TOTAL PRICE:		\$134,546.01
			TOTAL QUOTE	:	\$134,546.01
		SUGGESTED OPTIC	ONS		
LINE NO.	PART NO.	DESCRIPTION -	QUOTE PRICE	QTY	EXTENDED PRICE
		YEAR 2 SOFTWARE			
3	SS21000MU305R1- 120	Multi-Solution - Accela Annual (1st Renewal Term) Accela Building and Planning Accela Inc - SS21000MU305R1	\$3,141.82 GSA	15	\$47,127.30
4	DIGEPLANYEAR2	DigEplan Year 2 Carahsoft TechnologyCorporation - DIGEPLANYEAR2	\$903.27 OM	11	\$9,935.97
		YEAR 2 SOFTWARE SUBTOTAL:			\$57,063.27
		YEAR 3 SOFTWARE			
5	SS21000MU305R2- 120	Multi-Solution - Accela Annual (2nd Renewal Term) Accela Building and Planning Accela Inc - SS21000MU305R2	\$3,298.91 GSA	15	\$49,483.65
6	DIGEPLANYEAR3	DigEplan Year 3 Carahsoft TechnologyCorporation - DIGEPLANYEAR3	\$948.44 OM	11	\$10,432.84
		YEAR 3 SOFTWARE SUBTOTAL:			\$59,916.49
		SUGGESTED SUBTOTAL:			\$116,979.76

Use of DigEplan Products: Use of the DigEPlan Products is subject to the applicable terms and conditions provided at https://tdrv.eu/wx32aF

Access to DigEplan Products: To allow Authorized Users access to the DigEPlan subscription service, a URL and credentials will be provided to the Customer.

Use of Accela Products and Services: All use of the services specified in this document shall be governed, as applicable by the Accela Subscription Services and Support Agreement under GSA MAS attached hereto as Exhibit A with the following edit: Section 11.2 (Subscription Periods & Renewals): The second to the last sentence is edited to state, "Except as otherwise specified in the applicable Order, Orders may only be cancelled or terminated early in accordance with Section 11.3 (Termination or Suspension

As between Customer and Accela, the parties agree that venue for any claims, lawsuits or legal proceedings shall lie exclusively with the State and Federal Courts that have jurisdiction over Washington County, Texas.

BY PLACING AN ORDER, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE ACCELA SUBSCRIPTION SERVICES AND SUPPORT AGREEMENT UNDER GSA MAS.

\*SaaS Software Purchase (Accela/Digeplan):

Yr. 1 Payment due Net 60 on first Day of Subscription.

for Cause) and Section 11.4 (Termination for the Government's Convenience)."



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December 8, 2021

Ms. Stephanie Doland City of Brenham TX 200 West Vulcan Street Brenham TX 77833

Re: Quotation for the Accela Civic Platform Civic Applications implementation

#### Dear Stephanie

Please find enclosed our updated quotation for the implementation and support of the Accela Civic Platform Planning and Building solution with DigEplan plan review.

Included is a description of our organizations, the proposed Accela Civic Platform solution, a description of the process to implement the solution, a high level schedule and detailed pricing for the solution.

Our payment process if for 1/3 of the contract amount to be paid on Project Start Date (net 30 terms), 1/3 at the end of phase 1 and 1/3 after final acceptance into production. The amount of the first payment will be \$27,000.00, the amount for the second payment will be \$27,000.00 and the amount for the third and final payment will be \$26,200.00

We look forward to discussing our proposal with you and to being able to support you now and in the future.

Sincerely,

Avocette Technologies Inc. and

Carahsoft Technology Corp

Attachments 3

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## Introduction

## Avocette Technologies Inc.

Avocette Technologies Inc. (Avocette) was founded in 1977 and has been in business for over 43 years. Avocette's focus is on providing IT solutions and consulting to public sector organizations at all levels. We also provide IT consulting services and software to non- profit organizations, healthcare providers and regulatory organizations.

We believe in providing our clients with the best solutions for their needs and supporting these solutions through their lifecycle. We meet our commitments by developing strong partnerships with leading technology organizations and by providing long term support. Our staff have a deep understanding of our clients' business as well as deep knowledge of the technology required to power it.

Our clients have rewarded Avocette's performance and commitment with repeat engagements and contract renewals. A number of organizations have been clients for more than twenty years.

Our employees are based out of offices in Victoria BC, Vancouver BC, Boston MA and Phoenix AZ with over 155 staff and 50 active subcontractors.

Avocette works collaboratively with our clients in long-term partnerships, by providing tailored solutions, best-of-breed software and responsive services. We deliver reliable on-going support and expertise, creating opportunity, stability, and mutual success.

Our Strategic Vision is:

#### "Supporting clients with technology solutions that create

#### a foundation for business success."

### Avocette's Accela Experience

Avocette currently has 28 experienced consultants with an average of nine implementations per consultant. In addition, as a full-service consulting company, Avocette has a team of Project Managers, Business Analysts, Technical Architects, Technical Analysts and Database Administrators. Avocette is an Accela Gold Certified Services Partner and we have been delivering and supporting Accela solutions since 2011.

Avocette's technical staff is very experienced in providing implementation services and several members of our team are in high demand to assist with complex implementation and integration projects. Avocette provides full implementation services including analysis, design, configuration, integration, data conversion, technical implementation and project management.

Avocette has specialized in providing an enhanced post implementation support services offering for Accela: Avocette's ServicePlus applications managed service offering. Our service level based support offering is available at a number of support levels including: "as needed", 5 X 8, 5 X 12, and 7 X 24. Avocette's post implementation support for upgrades, implementation of new and changed features, data conversions, integrations and new automation keeps your system up to date and provides for continuous improvement.

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Avocette provides both standard and customized training. Avocette's trainers are experienced in delivering classroom and web based training to our clients. Our experience has been that, while standard training does provide the necessary foundation for client to use the system, standard training can be improved by understanding the true needs of the user base and adapting the training to meet their needs.

In addition to our deep experience in integrating Accela with numerous applications, we generally do data conversions as part of delivering the Accela-based solutions noted above. Our consultants are now recognized in the Accela community as experts in both interfaces using web services and complex data conversions. Avocette's staff are called upon by Accela and other Accela Partners to assist them with their projects.

Avocette staff take professional pride in their work and because we focus on the public sector our consultants are experienced in working in complex multi-stakeholder environments. Avocette is invested in our client's success and we encourage you to contact us for our references to learn how the implementation experience working with Avocette has been.

See the list below of Avocette's clients and experience.

Accela Clients			
<ul> <li>*Regional Municipality of Wood Buffalo (Fort McMurray, AB)</li> <li>City of Mesa AZ</li> <li>City of Peoria AZ</li> <li>*City of Scottsdale AZ</li> <li>*Insurance Council of British Columbia, Vancouver BC</li> <li>*Resort Municipality of Whistler BC</li> <li>*City of Inglewood CA</li> <li>*City of Commerce CA</li> <li>*City of Cupertino CA</li> <li>County of San Benito CA</li> <li>City of Newport Beach CA</li> <li>*Contra Costa County CA</li> <li>*City of Menlo Park CA</li> <li>Lake County CA</li> <li>*UC Davis CA</li> <li>Town of Yountville CA</li> <li>City of Denver CO</li> <li>Osceola County FL</li> <li>*City of Covington KY</li> <li>*Boone County IL</li> <li>Barnstable County MA</li> </ul>	<ul> <li>*City of Grand Rapids MI</li> <li>*Oakland County MI</li> <li>*City of Las Cruces NM</li> <li>*Taos County NM</li> <li>Clark County (Las Vegas) NV</li> <li>*City of Watertown NY</li> <li>New York City NY</li> <li>New York State, Albany NY</li> <li>*Hamilton County (Cincinnati) OH</li> <li>*City of Loveland OH</li> <li>*City of New Albany OH</li> <li>*City of Kingston ON,</li> <li>City of Barrie ON</li> <li>*Town of Newmarket ON</li> <li>*City of Sudbury ON</li> <li>Deschutes County, OR</li> <li>City of Albany, OR</li> <li>City of Redmond, OR</li> <li>*Linn County OR</li> <li>City of Fort Worth, TX</li> <li>*City of Fort Worth, TX</li> <li>*City of Seattle WA</li> <li>*Skagit County WA</li> </ul>		

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## Accela Inc.

Accela was formed in 1981 and incorporated in California in 1999. We are a privately held corporation with headquarters in San Ramon, California. Accela's solutions are implemented in virtually all 50 states, as well as in Australia, Canada, New Zealand, and the United Arab Emirates.

Accela's public sector experience, proven technology, and passion for civic innovation makes us the platform of choice for agencies seeking to improve government and community engagement and for a broad range of developers and business partners looking to build their government businesses. At Accela, civic excellence + civic engagement = civic good.

We are harnessing our collective expertise to package and deliver civic solutions. Accela solutions enable more agencies to subscribe for streamlining processes and services and engage and better serve professionals and citizens in their communities. We are applying cloud, mobile, and social technologies to key agency and citizen challenges, and in the process, bettering government and governing through civic engagement.

In parallel, Accela's vibrant ecosystem promotes innovation in our solutions with a bold civic innovation program for developers and partners.

Accela's solutions enable agencies of all sizes to automate and streamline these civic processes:

- **Building communities** Planning, Building, Service Requests
- Growing businesses Business Licensing, Occupational Licensing, Alcohol Beverage Control, and Cannabis Regulation
- Protecting citizens Fire Prevention and Environmental Health



## Solution

We are proposing the Accela Planning and Building Civic Applications as the solution the meet the needs of the City. This solution is provided as a Software as a Service hosted on the Microsoft Azure Cloud. Below is a brief description of the proposed civic application and attached is a complete description of the proposed civic application solutions.

### Planning Civic Application

State and local jurisdictions are tasked with enhancing the community's safety, welfare, economic opportunities and quality of life. One of the many processes they need is the authorization on planning and zoning related developments which occurs on a regular basis.

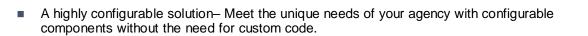
Some of the challenges planners now face may include:

- Inefficiencies in creating Master Plans, with long planning and approval times, and high costs.
- Ambiguity in planning detail, which results in excessive reviews and enforcement effort.
- Excessive time and cost for plan reviews on infrastructure projects.
- Long waits and extremely high costs for developers and contractors for Planning Commission review and approval, slowing project timelines and driving up costs for professional builders and citizens.
- Manual and detailed communications on plan reviews with Building departments to enable inspections.
- The time and cost of collecting and handling plan approval fees when collected in City offices.
- The results of manual steps and processes within Planning are the added time to every process, errors in data as employees manually capture and rekey data, and inspections requiring multiple trips back to the office for needed data and routing information.

Accela Planning helps state and local governments streamline and modernize their planning and zoning authorization programs and processes to improve internal efficiency, enhance service delivery and transparency and enhance the quality of development projects throughout the community. It includes online services, cross-department workflows, meeting scheduling, and electronic plan review. City staff can track every step of the processes, make assignments, manage their workload, and collaborate with others. Applicants can apply, track, and pay for their applications online.

Accela's Civic Applications provide the City:

- Minimal maintenance Maintain your Civic Application with ease when you are confident you have all necessary security patches, performance improvements, and updates.
- Increased security Stay up to date on all your security patches to reduce virus attacks. Our Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and international standards for complete data protection.
- Decreased overall costs Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- Easy upgrades Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- Fully supported solutions Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- Integrated technology Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.



The above benefits can help the City:

- Promote economic growth with faster plan development and processing
- Create more livable communities with more precision in zoning and codes
- Save money, with across-the-board automation
- Increase inter-department communication with electronic routing and collaboration
- Improve builder efficiency, with less work for developers
- Improve citizen satisfaction with efficient digital access and communications

#### What does the Civic Application include?

- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Contact and licensed professional types
- Role-specific functions
- Pre-defined "models" for extending Civic Applications

#### Citizen Requests

Accela Planning also includes a platform for citizens to submit complaints from their computers or mobile devices. Citizen request ensure agencies respond quickly to citizens' complaints and improve their quality of life more effectively.

- Citizens download their mobile request app from their favorite app store
- Agencies can then manage inspections using Accela to manage the scheduling and routing process
- Data captured in the field, including pictures, notes, and documents, can be downloaded remotely, saving time and effort

#### Other key features include:

- Electronic Document Review and Management All relevant documents are searchable, secure, and employees are always working with the correct versions.
- Workflow Management Automates the tasks and functions needed for planning processes. The system can assign tasks, track reviews, associate documents and information to tasks, and keep the most complex processes running smoothly.
- Integration to GIS GIS capabilities produce interactive maps and visualizations, making planning data easy to leverage and understand.
- Built-in reporting Giving administrators and managers the information they need to manage City productivity, uncovering any bottlenecks or process congestion, and highlighting areas for process optimization or redesign.
- Robust mobile solution Allows inspectors to efficiently manage their routing, access all needed documents and information in the field, and get more work done.

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- A Modern and intuitive user interface The HTML5 and responsive design provide a seamless experience for both City staff and citizens on any device.
- Online citizen portal Providing a one-stop shop to apply, verify status, pay fees, and conduct property research, reducing in-person visits and phone calls, and improving the citizen experience.
- Platform-wide integration Using APIs, SDKs, and open data, Accela Planning allows developers to integrate with existing software solutions to meet the unique needs of any community.
- Online payment system with credit card, ACH, and trust account capability to increase convenience for citizens and remove the manual payment processing work from City employees.

Application types included in the Planning Civic Application

- Pre-Application Consultation
- Zoning Verification
- Rezoning
- Conditional Use Authorization
- Special Use Permit
- Planned Unit Development
- Variance
- Change in non-conforming use
- Administrative deviations
- General Plan Amendment
- Site plan Major
- Site plan Minor
- Subdivision Primary Plat
- Subdivision Final Plat
- Lot Line Adjustment
- Amendment to Approved Plans
- Administrative Site Plan Review
- Street and Alley Closure
- Certificate of Appropriateness
- Floodplain Development Permit
- Home Occupational Permit
- Property Dedication
- Street Name Change
- Tree Ordinance NOI
- Appeal

#### **Building Civic Application**

State and local jurisdictions are tasked with enhancing the community's safety, welfare, economic opportunities and quality of life. Within the process of application to approved permit for construction, there are many steps managed by Building departments. Without automation, this process is lengthy and

costly for both the agency and builder. The lack of visibility into the process makes it hard for builders to manage resources, budgets, and timeframes. Communities who want to encourage development and growth know the permitting process must be made easier and less costly for builders.

Government agencies tend to have specific needs and requirements that differentiate themselves. As a result, technology vendors have relied heavily on their ability to customize products. However, heavy customization leads to long implementations, makes solutions difficult to support and maintain, and is challenging to upgrade. Fortunately, there are some similarities in agency processes and best practices to follow that make pre-built solutions a viable opportunity, in which these challenges can be overcome.

Accela offers pre-configured Civic Applications with built-in system functionality, record types, automation, and reports and notifications to reduce time to value, minimize maintenance, increase supportability and decrease overall costs. Our built-in workflow designer enables clients to make changes on the fly, instead of having to go in and code the changes themselves.

Accela Building, an Accela Civic Application, helps state and local governments streamline and modernize their construction permitting processes to improve internal efficiency, enhance service delivery and transparency and enhance the quality of development projects throughout the community.

Our Civic Applications provide the City:

- Minimal maintenance Maintain your Civic Application with ease when you are confident you have all necessary security patches, performance improvements, and updates.
- Increased security Stay up to date on all your security patches to reduce virus attacks. Our Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and international standards for complete data protection.
- Decreased overall costs Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- Easy upgrades Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- Integrated technology Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- A highly configurable solution— Meet the unique needs of your agency with configurable components without the need for custom code.

What does the Civic Application include?

- Mobile user interface, Citizen Access, APIs, and back office
- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Standard libraries
- Contact and licensed professional types
- Role-specific functions

Pre-defined "models" for extending Civic Applications

All state and local jurisdictions do their best to enhance the quality of development projects. This solution offers best practice regulation that helps with these processes.

Accela Building saves time for citizens by moving traditional counter services online. It can reduce the time to complete review tasks from days or weeks, to hours or even minutes:

- Submit permit application within a secure portal
- Builders can access from desktop, laptop, or mobile device
- Upload all relevant documents and plan approvals for the permit from any location
- Fee calculation and payment processing is online and automated
- Builders can schedule inspections online, instead of through phone calls and visits to the office
- Applicants have 24/7 access to plan review comments, inspection history, and overall status

Accela Building automates the review and route of permit applications:

- All documents and plans stay with the electronic case file, and automatic routing and workflow means tasks are assigned to correct City resources
- Integrations with other systems allow the reviewers to pull zoning and code information and have it attached to the file
- GIS support allows the visual representation of location-based information
- Document review capabilities allow multiple reviewers to share documents, mark up and comment on documents, and manage versions, within Accela Building
- No more handling of paper documents and plans, lost documents or files, or errors in data
- Managers and administrators get reports showing fees collected, process throughput, and if there are any backlogs or choke points to address

Accela Building also automates the data access, routing and data collection processes:

- Inspectors have their "office" on their mobile devices, allowing them to stay 100% in the field and perform more inspections in their workday
- Automates inspection assignments based on geographic region and inspector discipline, and optimizes scheduling and routing
- All relevant data, including permit history, plan data, conditional approvals, etc. is available on the inspector's mobile device
- Inspectors capture data during the inspection, adding notes, photographs, and attaching other data, rather than waiting until they return to the office
- Use offline mode to ensure inspectors can do their jobs even when there is no network

Inspection reports can be sent directly to the customer or printed in the field which dramatically increases the speed in getting results to builders — which the construction industry greatly appreciates.

#### Other key features include:

Electronic Document Review - Removes the need for paper in the permitting process. City employees can upload digital documents, comment on and markup documents, and ensure they always have the unstructured information needed to complete their inspections and process permits.

- Workflow Management Automates the tasks and functions needed for permit processing. The solution assigns tasks, track reviews, associate documents and information to tasks, and keep processes running smoothly and on time.
- Integration to GIS GIS capabilities produce interactive maps and visualizations, making planning and permitting data easier to understand.
- Online Reporting Provides management insight into the metrics and data about the broader permitting function. This helps managers measure, track and analyze your permitting processes to uncover opportunity to improve employee speed and effectiveness.
- Accela Mobile Allows inspectors to carry their "offices" with them. It provides all the functionality they need on their mobile devices to manage their schedules, route their travel, view GIS information, download needed information from the City systems, complete the inspection report, upload data captured in the field, and submit inspection reports electronically.
- Accela Citizen Access The citizen portal ensures builders can more easily submit permit applications, make payments, check status, schedule inspections, upload information, and generally get a much better sense of the permitting process and status of their applications.
- A Modern and Intuitive User Interface The HTML5 and responsive design provide a seamless experience for both City staff and citizens on their desktop and mobile devices.
- Platform-wide APIs, SDKs and open data Developers can integrate data and processes across complementary solutions to meet the unique needs of agencies.

#### Permits included in the Civic Application

#### Commercial Construction

- Commercial New
- Commercial Addition
- Commercial Alteration
- Commercial Demolition
- Commercial Foundation
- Commercial Electrical
- Commercial Mechanical
- Commercial Plumbing
- Commercial Roofing
- Commercial Pool/Spa
- Commercial Accessory Structure
- Commercial Solar/PV

#### Residential Construction

- Residential New
- Residential Addition
- Residential Alteration
- Residential Demolition
- Residential Foundation
- Residential Electrical
- Residential Mechanical
- Residential Plumbing
- Residential Roofing
- Residential Pool/Spa
- Residential Accessory Structure
- Residential Solar/PV Permit

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#### **Miscellaneous** Permits

- New Communication Facility
- Damage Assessment
- Elevator Permit
- Grading Permit
- Parking Lot Permit
- Sign Permit
- Temporary Structure

#### Amendments

- Add/Change Licensed Professional
- Change of Contact Information Permit
- Permit Extension

## Implementation Process and Scope

Avocette has created a five step process to implement the Accela Civic Applications for smaller jurisdictions. This process is designed to provide a viable, industry leading solution while at the same time minimizing cost and disruption to the organization. The process is based on adopting the Accela Civic Applications as the best practice standard for business processes then modifying them over time to more closely align to your specific needs.

### Phase 1 – Startup - Implementation startup and familiarization training

The following table describes the steps taken and the deliverables provided during Phase 1 of the project.

Step	Process	Deliverables
Project initiation	<ul> <li>Avocette's project manager meets with your project manager/leader to identify the people in your organization who will be responsible for: <ul> <li>Understanding the solution</li> <li>Providing feedback and agreeing to changes to the solution configuration</li> <li>Testing the system prior to implementation</li> </ul> </li> </ul>	Documented understanding of how the project in a short-form project charter.
Organization Configuration	You will provide the organization structure, user names, roles and security permissions for your team.	Configured users, roles and security permissions.
Project team solution familiarization	For each Civic Application your plan to implement Avocette will provide two application training sessions of four hours each to provide your project team with an understanding of the system capabilities and the Civic Application.	Core team trained on Civic Applications



Application walk-through	<ul> <li>For each Civic Application that you have decided to implement the Avocette team will walk you through each process type from start to finish. During this walk through you will provide to Avocette the following: <ul> <li>Which of the built in record (process) types you want to implement and which ones you do not want to implement</li> <li>For each record type you will provide feedback on critical changes required. For each record type you may specify up to 3 workflow changes, up to 2 new data fields, up to 1 new business rules and 2 changes to output reports (emails, invoices, letters etc.) for a total of 60 changes per Civic Application.</li> <li>You may specify up to 1 new record type with associated business rules and workflow.</li> <li>*(Note: if new records are not required then you can optionally request up to 3 additional report changes)</li> </ul> </li> </ul>	Documented changes to Civic Application processes.
Acceptance	Sign off of documented changes and additions	Signed off project document detailing changes and new records.

## Phase 2 – Localization – Getting the apps ready for your operations

Step	Process	Deliverables
Implement Record changes	Avocette's project team will implement the requested changes and implement a new record if required.	Configured Civic Application with required changes and updates.
Implement Accela Citizen Access Portal	Avocette's team will integrate the Accela Citizen Access portal into your website.	Citizen Access portal configured.



Implement localization for reports, letters and emails.	For each letter and report provided with the Civic Application, Avocette will configure changes to any identity using your standard logo or	Updated letter, reports and emails.
	salutations.	

## Phase 3 – Integrations and Data Conversion

Step	Process	Deliverables
Integrate your GIS system into the Accela Civic Platform	Avocette will create the connection between your ESRI GIS system and the Accela system. Up to 4 layer queries will be implemented.	Configured GIS solution
Integrate your payment server or use Accela payment server	For on-line transactions through the Accela Citizen Access portal, Avocette will integrate your payment service.	Payment service integrated into the Citizen Access Portal.
Integrate Outlook	For using calendaring, Avocette will integrate your outlook server so that emails can be sent from within the system and calendars can be maintained.	Outlook integrated into the Accela Civic Platform.
Data Conversion	If optionally selected, Avocette will convert data from your current system or spreadsheets to populate the system before go-live.	Integrated data

## Phase 4 – Testing and Training

Step	Process	Deliverables
Testing	Avocette will provide support for your User Acceptance Testing.	Fully tested system ready to deploy
Training	Avocette will provide one day of training to all of the system users for each Civic Application.	Trained user community
Basic Administration training	Avocette will provide 2 days of system administrator training to your administrator.	Trained Administrator

## Phase 5 – Go-live

Step	Process	Deliverables
Optional final data conversion	If selected, Avocette will complete the final data conversion prior to go- live	Fully converted data
Go-Live checklist	Avocette will work with you to complete the checklist for all of the activities needed to be completed prior to go-live.	Go-live checklist
Go-live	System live	System in production



Post Go-Live Support	Avocette will provide up to 20 hours of post-go live support over two weeks	System supported post-go live
Transition to Support	Transition to Avocette's ServicePlus support	

## Schedule

The schedule from startup to go-live is variable based on the availability of your staff to support the implementation process. The typical time for implementing one module is three to six months from project initiation to go-live depending upon City staff availability.

## Pricing

The pricing schedule below is divided into standard implementation and optional support. All pricing is exclusive of taxes.

#### Standard implementation

Module	Description	Cost
Accela Planning Civic Application	Implement the Accela Civic Application as described in Process and Scope including GIS integration, Outlook Integration, Adobe Pro integration, Financial Export and 6 months of Avocette's Service Level Based application managed service for Accela with 10 hour/month service hours.	\$42,000.00
Accela Building Civic Application	Implement the Accela Civic Application as described in Process and Scope	\$10,000.00
Custom records	Avocette will implement 4 additional custom record types from the following list: Brenham Construcion Permit (ROW) Fire System Permit Application Fixed Food Establishment Permit Mobile Food Establishment Permit Application Temporary Food Establishment Application Vendor Solicitor Permit Application	\$8,000.00
DigEplan Integration (See attached Addendum)	Avocette will integrate the DigEplan plan review system into the Accela Civic Platform	\$15,000.00
Laserfiche Integration	Avocette will integrate the City's Laserfiche system such that upon closeout of project all of the related documents will be posted to the Laserfiche system.	\$4,000.00
On-Site Training	3 days on-site training subject to Covid-19 travel restrictions.	\$1,200.00
Total		\$80,200.00



# Appendix:FULLY INTEGRATED ELECTRONIC PLAN REVIEW

DigEplan is purpose-built for government permitting, providing *a fully integrated easy-to-use electronic plan review solution* that helps automate & streamline permitting services. With rapid deployment options, DigEplan ensures customers are quick to realize a return on investment.

DigEplan removes the challenges of redundant manual processes while enhancing your agency's productivity in issuing permits. Utilizing a simple and cost-effective pricing model while providing a robust set of features, DigEplan stands out as the electronic plan review solution offering the most value to government agencies throughout North America.





### DigEplan for Accela

DigEplan, electronic plan review for Accela provides an efficient, flexible, and secure method for states, counties and cities to streamline electronic plan review and accelerate permit application processes, removing the need for paper, complex third-party integrations or disconnected PDF mark-up tools.

DigEplan enables Accela users to efficiently work with electronic plans that need to be viewed, commented upon, stamped, and rejected or approved. Accela users can instantly access plans and other supporting documents for analysis, viewing, annotation, stamping, printing, and archiving, removing the need for paper or cumbersome desktop PDF tools.



DigEplan is fully integrated to Accela so all interactions with the plans are recorded and available in Accela to create a seamless and efficient end-to-end permitting service

#### Reduce complexity and simplify your IT real estate

DigEplan for Accela does not require a separate portal, workflow, database, client installs, or file upload / download. It is fully integrated into your Accela document management, screens, workflows and tasking, reducing complexity and providing an integrated user experience. Managing duplicate functionality for workflow, document management and portals alongside complex third-party integrations is an overhead on day-to-day operations and creates complexity in customer support.

Lightening performance and reliability removing the need to triage plans DigEplan's performance is comparable with desktop PDF viewing applications, but withall the advantages of full integration. This allows organizations to work with large plan

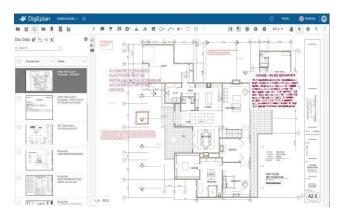
sets experiencing high performance for page loads and sheet navigation with engineering grade reliability. No more wait time, file opening issues or triage for plans required.

### Remove inefficient, non-integrated PDF desktop tools

Permit applications are typically reviewed by multiple departments within a city and external stakeholders. Traditionally, with paper-based processes or non-integrated desktop PDF tools, reviews were completed in a consecutive manner with the application being passed around to each reviewer. Desktop-based PDF tools require users to download and upload plans, and supporting documents, alongside a significant amount of manual data entry. This slow and inefficient practice leads to delays and less than timely approvals.

Using a fully integrated electronic planning review tool for Accela, reviewers can simultaneously review planning applications without any downloads, add their digital comments, and redlines at the same time. This serves to standardize, streamline and accelerate workflows for the electronic planning process.

DigEplan for Accela provides a rich set of engineering grade annotation features that allow reviewers to communicate, comment and add in-context observations and instructions, directly within plans and supporting plan documents.



DigEplan enables users to work with electronic plan workflow review cycles directly fromAccela

#### Instantly analyze resubmitted plans with the comparison and overlay function

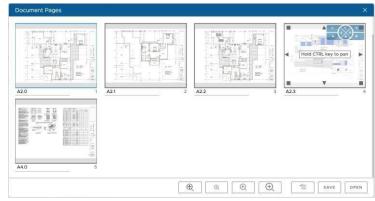
The compare capability allows users to instantly determine what has been added, removed, or changed in documents. This is particularly useful during the review of resubmitted plans or documents. Hard to spot differences between the original file and subsequent resubmittals can be easily identified, saving time and quickly catching accidental or intentional changes beyond what was requested.



Quickly and easily spot hard to see differences in subsequent review cycle

#### Increased productivity and simplified submission standards with sheetmanagement

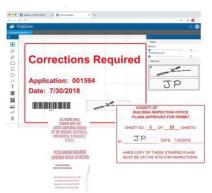
DigEplan supports the management of plans at a sheet level, removing the need to force applicants to resubmit entire plan sets at each cycle, or requiring plans to be split on upload, which is complicated and cumbersome.



Sheet management is automatic with DigEplan, so applicants and plan reviewers do notneed to split plans on in-take

#### Intelligent and batch stamping processes

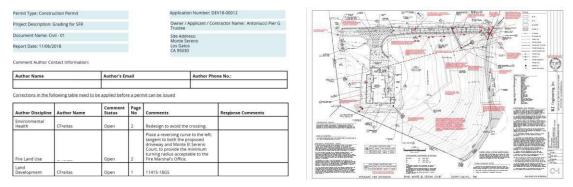
Reviewers can apply Intellistamps to electronically sign and stamp document sets with attributes from Accela. Intelligent stamps retrieve and insert information from Accela, enabling quick approvals and digital sign-off. The sign-off stamp contains information about the annotation author, CASE ID, date and time of creation, providing a reliable audit trail of changes and approvals.



#### DigEplan Intellistamps uses Accela meta-data that supports electronic stamping and sign-off

Automatically extract correction comments from plan review cycles; combined with the plans with revisions required sheets

Once a document has been reviewed in DigEplan for Accela, the details of any correction comments can be extracted from the marked-up plans and used to populate the Accela comment tracking module and report. This allows comments to be tracked through multiple review cycles.



## Correction reports, that can be created based on the review status, all available in the Accela record and citizens access

#### Rapid configuration and go-live with DigEplan for Accela

DigEplan for Accela is configured by certified, highly experienced delivery partners with elapsed go-live times of less than 60 days.

#### Investing in Innovation

DIgEplan is committed to maximizing your agency's investment in your permitting system of record. To that end, DigEplan has developed new features that go well beyond a typical electronic plan review solution by enhancing the functionality within Accela.

#### **Digital Projects**

Digital Projects, also known as the Digital Project Coordination Room, gives customers the choice to use Citizen Access for interactive issues on commercial grade projects. This feature is fully integrated to Accela Citizen Access and the Accela back office to support regulatory processes that may require additional features including plan intake checks for digital signatures, page orientation, sheet references and password protection.

This ability to digitally manage the review cycles and issues, from within Accela, has the potential to eliminate the correction letter.

#### File Submission Analyzer

DigEplan's File Submission Analyzer is embedded in your Accela portal and provides real time feedback to your applicants. Applicants can fix issues before submitting their documents, completely eliminating the cost and time spent in administering bad data. DigEplan helps to improve your permitting experience to your customers by ensuring a smoother process and quicker permit issuance.

#### **Enhanced Document List Viewer**

DigEplan's Enhance Document List Viewer provides an enhanced set of features for the Accela back office, improving user experience and saving time. Users can search, group,

categorize and save views, simplifying the way they interact with documents and plans, straight from the Accela back office.

The Enhanced Viewer for Accela can be added for non-plan reviewers for use cases requiring view and checking, as well as other common tasks. Redaction and a document compiler are available to support the removal of sensitive information and to augment document-based information for FOIA requests.

#### Project Plan for the Implementation of DigEplan

In addition to project management and analysis effort, all DigEplan implementations consist of:

- Configuration
- Training
- Testing and Go Live Prep
- Go Live Support

DigEplan implementation is scheduled for approximately six (6) weeks, tbc upon project initiation.

Benefits of DigEplan Implementation Approach:

- Low risk & efficient schedule
- Goal oriented plan
- Deep end-user training
- Integrated ongoing support\*

\*Ongoing product support is included as part of the annual software licensing fee.

## Signature and Acceptance

Accepted By: Carahsoft	Accepted By: City of Brenham
By:	By:
Print Name:	Print Name:
Title:	Title:
Signature Date:	Signature Date:

## EXHIBIT A

#### Accela Customer Terms Under GSA MAS

#### ACCELA SUBSCRIPTION SERVICES AND SUPPORT AGREEMENT UNDER GSA MAS

THIS ACCELA SUBSCRIPTION SERVICES AND SUPPORT AGREEMENT ("AGREEMENT") APPLIES ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT, OR OTHER ELIGIBLE ORDERING ACTIVITY UNDER THE GSA MULTIPLE AWARD SCHEDULE ("MAS"). THE AGREEMENT AND ALL TERMS AND CONDITIONS THEREIN ARE INCORPORATED INTO ANY ORDER ISSUED BY CUSTOMER OR SCHEDULE HOLDER ON BEHALF OF CUSTOMER UNDER THE MAS. IF THE CUSTOMER IS NOT AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT OR AN ELIGILBLE ORDERING ACTIVITY (EXCLUDING STATE AND LOCAL GOVERNMENT ENTITIES), THEN THE ACCELA SUBSCRIPTION SERVICES TERMS AND CONDITIONS AT HTTPS://WWW.ACCELA.COM/TERMS/ APPLY.

#### 1. DEFINITIONS

1.1. **"Accela Systems**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2. **"Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3. "Authorized User" means one named employee contractor or agent of Customer (identified by a unique email address), for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4. **"Consulting Services**" means packaged or timeand materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. A description of the currently available Consulting Services Description & Policy is available at <u>www.accela.com/terms</u>.

1.5. **"Customer**" means an "Executive Agency" of the U.S. Government as defined by the General Services Administration, or other Eligible Ordering Activity as set forth in the Order.

1.6. **"Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.7. **"Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.8. **"Eligible Ordering Activity"** means an agency or activity this is specifically authorized under the General Services Acquisition Regulations ("GSAR" 552.238-78) to place an Order to be issued under a GSA Schedule Contract.

1.9. **"External Users**" means third party users of the Subscription Services that access the public facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.10. **"Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

**1.11. "Order**" means the order form or other mutually acceptable document fully executed between (i) Customer and Schedule Holder where Customer is purchasing Subscription Services and Support Services through a Schedule Holder, or (ii) Customer and Accela, where Customer is purchasing Software

and Support Services directly from Accela, that references and incorporates this Agreement, and in either case is subject to acceptance as set forth in **Section 3 (Order and Payment Terms).** 

1.12. **"Schedule Holder"** means the entity holding the GSA Schedule or other prime contract under which the Customer has placed its Order.

1.13. **"Service Availability Policy"** means the service availability and security polices located at <u>www.accela.com/terms</u>.

1.14. **"Subscription Services"** means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.15. **"Software**" means any software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.16. **"Support Services**" means those technical and help services provided by Accela in accordance with the Support Services Policy located at <u>www.accela.com/terms</u>.

1.17. **"Subscription Period**" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

#### 2. USAGE AND ACCESS RIGHTS

2.1. <u>Right to Access.</u> Subject to the terms and conditions of this Agreement Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service will be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then current rates.

2.2. <u>Support Services & Availability.</u> During the Subscription Period, Accela will provide to Customer the Support Services specified in the Order and will make all commercially reasonable efforts to attain the service levels as specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the services level. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3. <u>Consulting Services</u>. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Federal Travel Regulations (FTR) which can be found at: <u>https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr</u> or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day will be equal to eight (8) hours.

Restrictions on Use. Customer will not, and will not permit others to (i) use or access the 2.4. Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis, the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (x) access or use components of the Subscription Service not licensed by Customer; (viii) use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (ix) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Subscription Services; or (x) access or use the Subscription

Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription

Services could lead to personal injury or severe physical or property damage.

2.5. <u>Ownership</u>. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer will receive a limited license, consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. <u>Restriction of Rights.</u> The Software is provided with "RESTRICTED RIGHTS." Use of the Software by Customer constitutes acknowledgment of Accela's proprietary rights in it. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, derivative works, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted herein.

2.7. <u>Customer's Responsibilities</u>. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

#### 3. ORDER AND PAYMENT TERMS

3.1. All Orders are subject to this Agreement, except as required by applicable law or the GSA Schedule's Order of Precedence clause. Orders are not binding on Accela unless (i) this Agreement is expressly incorporated in each Order, and (ii) the Order is accepted by Accela. Orders for Subscription Services and Support Services are deemed accepted upon Accela delivery of the Subscription Services and Support Services set forth in the Orders.

3.2. Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance and such fees will be due and payable on the first day of the Subscription. Payments will be made and any interest on late payments will be paid in accordance with the Prompt Payment Act (31 U.S.C. §3901-07). All other invoices will be due and payable net 30 from the date of the applicable invoice. All Subscription fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they will be paid separately by Customer without set-off to the fees due Accela. Customer is responsible for paying all Taxes associated with Customer's Subscription as permitted under FAR 52.212-4 (OCT 2018) Contract Terms and Conditions – Commercial Items, Taxes (Alternate II – JUL 2009) (FAR Deviation) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – FEB 2018).

3.3. <u>Purchases from Schedule Holder</u>. To the extent that Customer has purchased any Subscription Services or Support Services through Schedule Holder, subject to these terms, any separate payment arrangements and terms will be exclusively through such Schedule Holder, and Accela is not a party to such transactions. Accela's sole obligations are set forth herein. Customer is responsible for paying all Taxes associated with Customer's Subscription as permitted under FAR 52.212-4 (OCT 2018) Contract Terms and Conditions – Commercial Items, Taxes (Alternate II – JUL 2009) (FAR Deviation) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – FEB 2018).

4. **CONFIDENTIALITY.** As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received

without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and (ii) will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is (a) compelled by law to do so, including under any provisions that require the Customer to disclose information under the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court, and (b) pursuant to proper requests for such information from the United States Government as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.); provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

#### 5. CUSTOMER DATA

5.1. <u>Ownership</u>. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

(i) <u>Usage</u>. Customer will be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.2 <u>Use of Aggregate Data</u>. Customer agrees that Accela may collect, use, and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

#### 6. WARRANTIES AND DISCLAIMERS

6.1. <u>Accela Subscription Services Warranty</u>. During the Subscription Period, Accela warrants that Subscription Services will perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. <u>Consulting Services</u>. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services will be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. <u>Disclaimers</u>. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**7. INDEMNIFICATION.** Subject to 28 U.S.C 516 (pertaining to conduct of litigation reserved to the United States Department of Justice), 28 U.S.C §1498 (pertaining to patent and copyright cases), and

the remainder of this Section 7 (Indemnification), Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the Subscription Services with a service that is non-infringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre- paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent for any claims arising from (i) any combination of the Subscription Services with products, services, methods of a third party; a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

#### 8. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT WILL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION WILL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

**9. SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its

limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

**10. THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services ("Third Party Services") and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

#### 11. TERM AND TERMINATION

11.1. <u>Agreement Term</u>. This Agreement will become effective on the Effective Date and will continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. <u>Subscription Periods & Renewals</u>. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Customers access to the Subscription Services and Support Services may be renewed at any time by execution of an Order referencing the then current Accela Subscription Services Agreement and Support Policy for an Executive Agency of the U.S. Government, or other Eligible Ordering Activity under the GSA MULTIPLE AWARD SCHEDULE ("MAS"). Except as otherwise specified in the applicable Order, Orders may only be cancelled or terminated early in accordance with Section 11.3. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3. <u>Termination or Suspension for Cause</u>. Subject to, and to the extent not prohibited by, the Contract Disputes Act and FAR 52.233-1 (Disputes), Accela may terminate this Agreement if it is determined that Customer has failed to comply with the terms stated herein.

11.4. <u>Termination for the Government's Convenience</u>. Customer may terminate this License in accordance with GSAR 552.212-4(I), if applicable.

11.5. Accela will cooperate with Customer's contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the suspension and will promptly reinstate Customer's account and restore Customer's access to these services upon the removal or resolution of such conditions. Nothing in this section will operate to limit Customer's rights and remedies otherwise available to Customer under applicable law and regulations, including without limitation the right to require adequate assurances of future performance and to terminate this Agreement for default as contemplated in FAR 52.212-4(m) and to initiate a claim as contemplated in FAR 52.212-5(d).

11.6. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.7. <u>Survival</u>. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

#### 12. GENERAL

12.1. <u>Notice</u>. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) three days after sending registered, return receipt requested, post or (iii) one day after sending by commercial

overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2. <u>Governing Law and Jurisdiction</u>. This Agreement is governed by the applicable federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.3. <u>Compliance with Laws</u>. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connections with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4. <u>Assignment</u>. Except to the extent transfer may not legally be restricted or as permitted by Accela's transfer and assignment policies, Customer may not assign this Agreement, any Order, or any right or obligation herein or delegate any performance without Accela's prior written consent, which consent will not be unreasonably withheld. Accela may assign (i) its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and (ii)this Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. § 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), the Customer will recognize Accela's successor in interest following a transfer of Accela's assets or a change in Accela's name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Accela may use its affiliates or other sufficiently qualified subcontractors to provide services to Customer, provided that Accela remains responsible to Customer for the performance of the services.

12.5. <u>Publicity</u>. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement provided that in all respects for Customer and Accela will comply with GSAR 552.203-71.

12.6. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela; provided however for Customer, changes, delays and terminations rights as a result of changes or delays will be governed by the applicable FAR and agency FAR supplemental clauses. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

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## Modernize Your Agency's Electronic Plan Review with DigEplan and Enhance Your Overall Permitting Service

Desktop based PDF mark-up tools provide a cheap solution for plan review, but there are significant hidden costs and significant governance issues.

In benchmarking DigEplan vs Desktop based mark-up tools, DigEplan was **200% faster** in a typical plan review. With complicated plan review processes, numerous manual steps and data entry that create errors and omits audit information, fully integrated electronic plan review has significant advantages.

- DigEplan never splits, alters or allows the original plans, sheets, content and supporting documents to be altered and in addition all transactions are logged for audit purposes should any legal procedures need to be executed in the future or disputes arise.
- Without a fully integrated electronic plan review solution users are forced to conduct manual steps, creating a higher propensity for errors and time-wasting operations. DigEplan eliminates 95% of the manual keying and data entry due to its deep integration.
- Desktop and cloud management for IT is required for desktop-based mark-up tools. DigEplan is cloud based and only requires a standard web browser
- File downloads / uploads / downloads / uploads for collaboration is required with desktop-based mark-up tools. DigEplan works directly from the system record removing entirely the need to work outside of the system of record.
- With desktop-based mark-up tools simultaneous mark-up requires co-ordination and the creation of different collaboration sessions outside of the workflow of Accela. DigEplan is fully integrated to the Accela workflows, records, tasking, plans and documents and live collaboration and simultaneous mark-up is a single click away.
- DigEplan provides a significant enhancement for Accela users when working with plans and documents, which enables efficient grouping, searching and data views.
- DigEplan's intelligent stamps use the system meta and record data to automatically update the stamp information and there are numerous time saving location features.

# **B DigEplan** Integrated electronic plan review

- DigEplan automatically generates the corrections reports, combining the Accela data, mark-ups and plans in Excel or PDF using straightforward configurable templates. This helps avoid audit data loss due to non-integrated corrections reports.
- DigEplan supports use of general comments which are applied on the plans and created at the record level. These comments are separated in the corrections reports.
- DigEplan has a concept of all record mark-ups, so users can instantly access mark-ups and the sheets on which they reside in a single mouse click.
- Sheet management requires complex and additional software in desktop-based mark-up tools. DigEplan sheet management works out of the box directly from the system of record without requiring any additional software or manual steps.
- DigEplan is cloud based and employs a constant deployment model, where new features and functions are added. We have numerous examples of customer led enhancements that have been suggested and available within 30 days.

## Why DigEplan?

- A true plugin to Accela using the construct API
- 100% integrated to Accela Citizen Access portal and Accela Backoffice
- 100% cloud based with no desktop install
- Provides automated file validation for file integrity, saves time for applicants and government staff
- Comment collaboration form the ACA portal
- Integrated to the Accela Standard Comment library
- Unlimited concurrent real time reviewers
- Multiple sheet comparison or overlay options
- Supports sheet level versioning, slip sheeting and removal of single pages
- Has a rich set of markup features
- Robust Stamp creation tool that can pull data from Accela, barcodes, signatures onto stamps
- Quick to implement, average 4-weeks
- Easy to use w/ built in help tool
- Dozens of implementation partners to ensure your agency is not only supported by DigEplan directly but also from a strong ecosystem of world-class expertise

## Accela Planning



Accela Civic Application for Planning helps communities build and grow safely with zoning, planning, plan review and approval, complaint management, and code enforcement automation. The solution is a fullfeatured platform for public projects or private developments.

The Civic Application comes with a pre-built set of components including industry standard configurable fields, document types, tables and workflows to speed implementation and deliver the customer a solution they can run with.

## Why Invest in Civic Applications?

- Reduced time and cost to deliver Pre-packaged solutions accelerate the time it takes to start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- Minimal maintenance Maintaining your Civic Application becomes painless when you are confident you have all necessary security patches, performance improvements and updates.
- Increased security Stay up-to-date on all your security patches to reduce virus attacks. Accela Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and International standards for complete data protection.
- Decreased overall costs Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- > **Easy upgrades** Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version, so you can enjoy upgrades as they're released.
- > **Fully supported solutions** Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- Integrated technology Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- > **Highly configurable** Meet the unique needs of your agency with configurable components without the need for custom code.



\*The listed request types, automation, and reports and notifications below are included in the Accela Civic Application for Planning out-of-the-box and are a starting point for government agencies. Additional configurations may be added through the Accela professional services team.

### **Request Types**

The table below represents a list of request types included in the Civic Application for Planning.

Early Assistance	Plan/Design Review	Other Services
Pre-Application Consultation	Site Plan – Major	Certificate of Appropriateness
Zoning Verification	Site Plan – Minor	Floodplain Development Permit
	Subdivision – Preliminary Plat	Home Occupational Permit
Land Use	Subdivision – Final Plat	Property Dedication
Rezoning	Lot Line Adjustment	Street Name Change
Conditional Use Authorization	Amendment to Approved Plans	Tree Ordinance NOI
Special Use Permit	Administrative Site Plan Review	
Planned Unit Development	Street and Alley Closure	Appeal
Variance		Appeal
Change in Nonconforming Use		
Administrative Deviations		
General Plan Amendment		

## **System Functionality**

The table below represents the Accela Civic Application for Planning system functionality with its associated capabilities.

Feature	Capability
Automated Workflow & Task Management	Agency staff manages the planning lifecycle from application submission to approval through automated work tasks and assignments
Conditions of Approval	Application requirements may be configured as conditions of approval allowing the staff to easily track requirements on the development as they are met or addressed
Documentation Requirements	Agencies can require documentation conditionally during the application process based on the application type or response
Documentation Upload	Applicants, licensed professionals, authorized agents, and agency staff are enabled to upload documents associated to the application
Electronic Plan Review	Agency staff can easily perform parallel electronic plan reviews, mark-up plans for revisions and submit plan approvals
Fee Payment Processing	Agencies can apply fees for applications utilizing out-of-the-box fee formulas to simplify complex fee calculations
GIS Map Integration	Empowers agency staff to review proposed development, assign addresses, and record approved plans
Online Request Application	Applicants may file applications, submit required documents, pay fees and track their progress online

Feature	Capability
Pre-built Notifications	Pre-defined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling and other critical updates
Application Flagging	Agencies empowered to flag applications, addresses, or land parcels based on a custom field criteria and/or GIS data element
Application Payments	Accela payment technology integrates with PayPal, ACI, and Evergreen Gateway to allow agencies and applicants to pay and collect payments online and at the counter via debit card, credit card, check, cash or by trust account

## Automation

The table below represents configurable automation established within the Accela Civic Application for Planning. This automation supports the processing of requests or applications and is triggered based on user events.

Automation	Description
Application Notification Emails	Inform users of application status through automated email notifications
Record Data Clone	Copy information between permit record and amendment record to ensure update-to-date information
Permit Issuance	Updates information on a permit application upon permit issuance, including expiration information, record status, etc.
Permit Renewal	Updates actions such as expiration date, record and expiration status and copies components from renewal record to permit record when a permit is renewed
Required Contact Field Settings	Set required fields for contact information within the Planning module
Workflow Regulation	Prevent user workflow advancement through the application process when conditional requirements exist such as an application requiring a specific contact type, or an existing outstanding balance that must be paid

## **Reports and Notifications**

The table below provides the reports and notifications included in the Planning Civic Application.

Report Name	Description
Active Planning Applications	Lists all planning and zoning applications that are being processed, grouped by application type
Address Activity	Lists all planning/zoning authorization, permits and inspections associated with an address or parcel number
Days to Decision Notification	Metrics report showing the number of days taken from application received date to decision notification date
Planning/Zoning Applications by Month	Provides a monthly summary of all planning and zoning applications
Notification Name	Description
Additional Information Required	Informs an applicant additional information is required for their application
Additional Information Required Case Closed	Informs an applicant additional information is required for their application Informs an applicant that their application has been closed
Case Closed	Informs an applicant that their application has been closed
Case Closed Permit Issuance	Informs an applicant that their application has been closed Informs an applicant a permit has been issued
Case Closed Permit Issuance Permit Status	Informs an applicant that their application has been closedInforms an applicant a permit has been issuedInforms an applicant a status change on their permit

### What else is included in the Accela Civic Application for Planning?

- > SaaS platform
- > Mobile
- > Citizen Access

- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)

\*Note: For a full list of request types, system functionality, automation and validation, and report and notification types please refer to the Accela Civic Application for Planning: Planning/Zoning Enforcement data sheet.



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# Ready to take the next step?

accela.com/planning-next-step

## Accela Building



Accela Civic Application for Building streamlines and modernizes the construction and permitting, trade licensing, and code enforcement processes online and in the back-office. The solution improves internal efficiencies, enhances service delivery, and increases the quality of development projects throughout the community.

The Civic Application includes industry standard configurable fields, document types, checklists, inspection types and workflows. These automated workflows reduce the time it takes to process permits by assigning appropriate workloads to specified staff members. In addition, the solution allows for parallel reviews of plans, enables inspections through a mobile application, and offers the online collection and payment of fees to ease the burden of agency staff. Now you can gain transparency for applications from submission to certificate of occupancy.

## Why Invest in Civic Applications?

- Reduced time and cost to deliver Pre-packaged solutions accelerate the time it takes to start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- Minimal maintenance Maintaining your Civic Application becomes painless when you are confident you have all necessary security patches, performance improvements, and updates.
- Increased security Stay up to date on all your security patches to reduce virus attacks. Accela Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and International standards for complete data protection.
- Decreased overall costs Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- > **Easy upgrades** Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- > Fully supported solutions Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- Integrated technology Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- > **Highly configurable** Meet the unique needs of your agency with configurable components without the need for custom code.



\*The listed permit types, automation, and reports and notifications below are included in the Accela Civic Application for Building out-of-the-box and are a starting point for government agencies. Additional configurations may be added through the Accela professional services team.

## **Permit Types**

The table below represents a list of permit types included in the Accela Building Civic Application.

Commercial Construction	<b>Residential Construction</b>	Miscellaneous Permits
Commercial New	Residential New	Communication Facility
Commercial Addition	Residential Addition	Damage Assessment
Commercial Alteration	Residential Alteration	Elevator Permit
Commercial Demolition	Residential Demolition	Grading Permit
Commercial Foundation	Residential Foundation	Parking Lot Permit
Commercial Electrical	Residential Electrical	Sign Permit
Commercial Mechanical	Residential Mechanical	Temporary Structure
Commercial Plumbing	Residential Plumbing	
Commercial Roofing	Residential Roofing	Amendments
Commercial Pool/Spa	Residential Pool/Spa	Add/Change Licensed Professiona
Commercial Accessory Structure	Residential Accessory Structure	Change of Contact Information – Permit
Commercial Solar/PV Permit	Residential Solar/PV Permit	Permit Extension

## **System Functionality**

The table below represents the Accela Civic Application for Building system functionality with its associated capabilities.

System Functionality	Capability
Automated Workflow & Task Management	Agency staff manages the permitting lifecycle from application submission to inspec- tions, to certificate of occupancy through automated work tasks and assignments
Documentation Requirements	Agencies can require documents conditionally during the application process based on the application type or response
Documentation Upload	Applicants, licensed professionals, authorized agents, and agency staff are enabled to upload documents associated to a permit application
Electronic Plan Review	Agency staff can easily perform parallel electronic plan reviews, mark-up plans for revisions, and submit plan approvals online
Fee Payment Processing	Agencies can apply fees on permit applications upfront or during the permitting pro- cess. Out-of-the-box fee formulas can be easily implemented to ease the burden of complex fee calculations
GIS Map Integration	Empowers agency staff to plan activities such as inspections and construction
Mobile Inspections	Based on agency specified processes, inspectors can perform inspections throughout the permit lifecycle through an intuitive mobile application
Online Permit Amendment	Applicants may request and track permit extensions, the addition or removal of li- censed professionals, and or change contact information on a permit application
Online Permit Application	Trade contractors or homeowners may apply for permits online, submit required docu- ments, pay fees, schedule inspections and track their progress online

System Functionality	Capability
Application Flagging	Agencies are empowered to flag a permit application, address, land parcel, or licensed professional based on a configurable field criteria and/or GIS data element
Application Payments	Accela payment technology Integrates with PayPal, ACI, and Evergreen Gateway to allow agencies and applicants to pay and collect payments online and at the counter via debit card, credit card, check, cash or by trust account
Pre-built Notifications	Pre-defined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling and other critical updates

## Automation

The table below represents configurable automation established within the Accela Civic Application for Building. This automation supports the processing of a permit or application and is triggered based on user events.

Automation	Description
Application Notification Emails	Inform users of application status, inspection updates and outcomes, and request information through automated email notifications
Conditional Field Updates	An agency may update custom fields upon events such as a workflow status change
Inspection Actions	Once an inspection is processed and completed, an agency may trigger additional actions. These actions may include adding fees, adding or removing conditions, or updating workflows
Permit Issuance	Update information on a permit application upon permit issuance, including expiration information, record status, etc.
Record Data Clone	Copy information between permit record and amendment record to ensure update-to-date information
Required Contact Filed Settings	Set required fields for contact information within the Building module
Workflow Regulation	Prevent user workflow advancement through the permitting process when conditional requirements exist, such as inspections needed prior to completion

## **Reports and Notifications**

The table below provides a list of reports and notifications included in the Accela Civic Application for Building.

Report Name	Description
Active Construction Permits	Lists all issued permits that are currently active
Address Activity	Lists records and inspections associated with an address or parcel number
Building Permit	Permit showing details including job address, work description, parcel number, etc
Certificate of Occupancy	Certificate of occupancy showing permit number, owner name and address, and property address

Report Name	Description
Completed Inspection	Count of inspections completed during a specified date range by inspector and inspection type
Daily Inspection Workload	Count of inspections for inspectors, including scheduled, cancelled and completed daily inspections
Expired Permits	Lists all expired permits with contact information
Inspection Result List	List of resulted inspections, including details
Inspection Result Ticket	Inspection results an inspector provides to owner/contractor
Inspector Workload	Shows the workload of Inspectors, including scheduled, cancelled and completed inspections
Monthly Records Summary	Monthly summary of permit applications opened
Permits Due to Expire	Lists building permits about to expire
Permits Days to Issuance	Displays number of days from application submitted (Record opened) to permit issuance
Scheduled Inspections	List of scheduled inspections, including details
Notification Name	Description
Additional Information Required	Informs an applicant additional information is required for their application
Application Denied	Informs an applicant their application has been denied
Application Withdrawn	Informs an applicant the application has been withdrawn
Building Permit Issuance	Informs an applicant the building permit has been issued
Inspection Resulted	Informs an applicant the result of an inspection on their application
Issuance of Certificate of Occupancy	Informs an applicant the final certificate of occupancy has been issued
Scheduled Inspection	Informs an applicant an inspection has been scheduled for their application

## What else is included in the Accela Building Civic Application?

> GIS

- > SaaS platform
- > Mobile

- > Citizen Access
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)

\*Note: For a full list of permit types, system functionality, automation and validation, and report and notification types please refer to the Accela Civic Application for Building: Trade License, Building Enforcement, and Public Works data sheets.



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