

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A SINGLE SOURCE CONTRACT TO ACCELA INC. FOR
ADDITIONAL SOFTWARE LICENSES AND A FIVE YEAR MAINTENANCE
AGREEMENT

Resolution 2014-206

WHEREAS, Adams County Information Technology Department would like to purchase ten additional Accela software licenses and a five year maintenance agreement; and,

WHEREAS, Accela Inc. is on the approved single source list; and,

WHEREAS, it is recommended to award an agreement with Accela Inc. to purchase ten addition software licenses and a five year maintenance agreement subject to an annual spending clause.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the single source contract for ten software licenses and a five year maintenance agreement to be awarded to Accela Inc.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the contract after negotiation and approval as to form by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry	_____	Aye
Tedesco	_____	Excused
Hansen	_____	Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 5th day of May, A.D. 2014.


County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

	APPENDIX F – SINGLE, EMERGENCY, OR COOPERATIVE SOURCE FORM	Approval Date 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date N/A

ELECTED OFFICIAL/DEPT. IT

COMMODITY OR SERVICE Accela Software Licenses

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of Adams County.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to Adams County.	<input type="checkbox"/>
3. Emergency purchases where the well being of the citizens, employees or County property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Adams County currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or elected officials function Use of this exception requires the approval of the Elected Official, Department Director, the Finance Director, Adams County Manager, or the BOCC in accordance with the value of the purchase and Adams County (see <u>Policy #1010</u>)	<input checked="" type="checkbox"/>

The Department/Elected Official must provide written justification to the Purchasing Division for review and preparation of the Single Source and forwarding to Adams County Manager. **Attach additional sheets as necessary.**

Accela software licenses can only be
purchased from Accela

Kevin Beach
DIRECTOR



Information Technology Department
4430 South Adams County Parkway
3rd Floor, Suite C3000A
Brighton, CO 80601-8214
PHONE 720.523.6066
FAX 720.523.6150
www.adcogov.org

April 21, 2014

RE: Accela Software Licenses

To Whom It May Concern:

Adams County Colorado currently owns a suite of software purchased from Accela Inc. which includes Accela Automation, Accela Mobile Office, Accela GIS, and Accela Citizen Access. Adams County uses this software for land case management in the Neighborhood Services, Transportation, and Planning & Development departments. Adams County owns the following license counts for these applications: Automation = 85, Mobile Office = 10, GIS = 85, and Citizen Access = general population > 350,000. Adams County has seen unanticipated growth in the number of Accela users due to the re-organization of the offices that use this software and new management directives. Currently Adams County has 2 remaining Automation licenses and zero remaining Mobile Office licenses.

In order to meet increased usage demands, such as expanding Accela Automation in to the Finance office for the Subdivision Improvement Agreement review process and using Mobile Office in the field by the Code Compliance office, Adams County will need to purchase additional software licenses for Automation and Mobile Office. IT recommends purchasing 10 additional licenses for each of these software products.

Thank you,

A handwritten signature in black ink, appearing to read 'B. Dobbins', is written over a horizontal line.

Brian Dobbins
Applications Development Manager, IT
Adams County Colorado

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

AMENDMENT

1. Parties

<p>ACCELA Accela, Inc. 2633 Camino Ramon, Suite 500 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadmin@accela.com</p>	<p>CUSTOMER County of Adams, Colorado 4430 South Adams County Parkway Brighton, Colorado 80601 Attention: Brian Dobbins T: 720.523.6131 F: N/A e-Mail: bdoobbins@adcogov.org</p>
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2. Effective Date Provided that Customer signs and returns this Amendment **no later than May 15, 2014**, this Amendment to the License Agreement ("LA"), the Maintenance Agreement ("MA"), and the Services Agreement ("SA") between the parties, each dated June 30, 2008, is effective as of date of Customer's signature ("Effective Date").

3. The LA, MA, and SA are revised as follows:
 - 3.1 The following language is appended to Section 2.0 in the LA, MA, and SA: "Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly."
 - 3.2 Dispute Resolution in Paragraph 5.1 in the LA, Paragraph 5.5 in the MA, and Paragraph 5.5 in the SA is deleted in its entirety and replaced with the following: "This Agreement is governed by the laws of the State of Colorado. Each party will bear its own expenses and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement."
 - 3.3 Paragraph 5.1, Mutual Indemnification, in the SA is deleted in its entirety.

4. Deliverables and Compensation
 - 4.1 Additional licenses and associated maintenance:

Deliverables	Quantity	Fees
Accela Automation® Land Management User License Packs (5 Named Users Per Pack)	2	\$21,990.00
First-Term Annual Maintenance for Accela Automation Land Management Additional Named Users (May 30, 2014 to May 29, 2015)	10	\$4,398.00
Co-Termed Annual Maintenance for Accela Automation Land Management Additional Named Users (May 30, 2015 to June 29, 2015)	10	\$373.53
Accela Mobile Office User License Packs (5 Named Users Per Pack)	2	\$21,990.00
First-Term Annual Maintenance for Accela Mobile Office™ Additional Named Users (May 30, 2014 to May 29, 2015)	10	\$4,398.00
Co-Termed Annual Maintenance for Accela Mobile Office Additional Named Users (May 30, 2015 to June 29, 2015)	10	\$373.53
Total of Fees		\$53,523.06^A

A Additional licenses and associated maintenance fees are fixed priced deliverable for which payment is due upon signing.

4.2 The maintenance term for additional and existing products will continue for a period of five (5) years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will not increase by more than ten percent (10%) from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

Maintenance Deliverables	Fees
First-Term Annual Maintenance for Accela Automation Land Management - 85 Named Users (June 30, 2014 to June 29, 2015)	\$47,568.49
First-Term Annual Maintenance for Accela Citizen Access – Based Upon 300,000 Population (June 30, 2015 to June 29, 2015)	\$9,473.94
First-Term Annual Maintenance for Accela Wireless / Mobile Office - 10 Named Users (June 30, 2014 to June 29, 2015)	\$10,194.94
First-Term Annual Maintenance for Accela GIS - 85 Named Users (June 30, 2014 to June 29, 2015)	\$13,125.29
Total of Fees	\$80,362.66^B
Second-Term Annual Maintenance for Accela Automation Land Management - 95 Named Users (June 30, 2015 to June 29, 2016)	53,525.48
Second-Term Annual Maintenance for Accela Citizen Access – Based Upon 300,000 Population (June 30, 2015 to June 29, 2016)	\$9,758.16
Second-Term Annual Maintenance for Accela Wireless / Mobile Office - 20 Named Users (June 30, 2015 to June 29, 2016)	\$15,030.73
Second-Term Annual Maintenance for Accela GIS - 85 Named Users (June 30, 2015 to June 29, 2016)	\$13,519.05
Total of Fees	\$91,833.42^C

B First-Term Annual Maintenance Fees are due June 30, 2014.

C Second-Term Annual Maintenance fees are due June 30, 2015.

Third-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees, cover the period of June 30, 2016 to June 29, 2017, and are due on June 30, 2016.

Fourth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees, cover the period of June 30, 2017 to June 29, 2018, and are due on June 30, 2017.

Fifth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees, cover the period of June 30, 2017 to June 29, 2018, and are due on June 30, 2017.

5. Terms and Conditions

4.1. Within ten (10) business days following termination of this Amendment by either Party, Customer will remove all copies of the Software from those computer system which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to Accela within fifteen (15) business days following termination of this Amendment.

- 4.2. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 4.3. Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 4.4. If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

ACCELA

CUSTOMER

By: _____
Signature

By: Chaz Tedesco
Signature

Print Name

Chaz Tedesco
Print Name

Its _____
Title

Its Chairman
Title

Dated: _____
Month, Day, Year

Dated: 5-12-14
Month, Day, Year

END OF DOCUMENT

LICENSE AGREEMENT

- | | | |
|-------------------|-------------------------------------|----------------------------------|
| 1. <u>Parties</u> | ACCELA | CUSTOMER |
| | Accela, Inc. | Adams County, Colorado |
| | 2633 Camino Ramon, Suite 120 | 450 South 4 th Avenue |
| | Bishop Ranch 3 | Fifth Floor |
| | San Ramon, California 94583 | Brighton, Colorado 80601 |
| | Attention: Contracts Administration | Attention: Brian Dobbins |
| | T: 925.659.3200 | T: 303.853.7142 |
| | F: 925.407.2722 | F: N/A |
| | e-Mail: contractsadmin@accela.com | e-Mail: bdobbins@co.adams.co.us |

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

2. Term and Termination

2.1. Term Provided that Customer signs and returns this LA to Accela **no later than June 30, 2008**, this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

2.2. Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3. Intellectual Property License

3.1. License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1. The Software is provided for use only by Customer employees.

3.1.2. The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.

3.1.3. Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy Accela's documentation only for internal use by Customer's employees.

- 3.1.4. Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5. Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6. Customer is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7. Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.
- 3.1.8. Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties.
- 3.1.9. All rights not expressly granted to Customer are retained by Accela.

3.2. License Warranties

- 3.2.1. Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 3.2.2. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3. Compensation

- 3.3.1. License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.
- 3.3.2. Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts as they become due. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment fee equal to five percent (5%) of the

amount past due and will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

3.3.3. Availability of Funds Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

4. Confidentiality

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

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

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

4.3. Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.4. Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer, but may not expressly or impliedly indicate Customer's endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1. Dispute Resolution This LA is governed by the laws of the State of Colorado. Jurisdiction of any controversy or claim arising out of or relating to this LA, or the breach thereof, will be in Adams County, Colorado. Each party will bear its own expenses and costs, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.

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

5.3. Survival The following provisions will survive the termination or expiration of this LA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.

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

5.5. Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

ACCELA

By: [Signature]
(Signature)

Colin M. Samuels
(Print Name)

Its Asst. Corporate Secretary
(Title)

Dated: 6/19/08
(Month, Day, Year)

CUSTOMER

By: [Signature]
(Signature)

Larry W. Pace
(Print Name)

Its Vice Chairman
(Title)

Dated: 6.30.08
(Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT

APPROVED AS TO FORM
COUNTY ATTORNEY

[Signature]

EXHIBIT A

Deliverables	Quantity	Fees
Accela Automation® Land Management Server License (Includes 5 Named User Licenses ¹)	1	\$49,995.00
Accela Automation Land Management Additional Named User Licenses	65	\$129,935.00
Customer Discount on Accela Automation Land Management		(\$179,930.00)
Accela Citizen Access™ Server License	1	\$9,995.00
Accela Citizen Access Additional Named User License (Based Upon 300,000 Population)	1	\$18,000.00
Accela Citizen Access Module Fee	1	\$9,995.00
Accela Wireless™ Server License (Includes 5 Named User Licenses ¹)	1	\$34,995.00
Accela Wireless Additional Named User Licenses	5	\$9,995.00
Accela GIS™ Server License (Includes 5 Named User Licenses ¹)	1	\$9,995.00
Accela GIS Additional Named User Licenses	65	\$38,935.00
Total of Fees		\$131,910.00

1 Included named user licenses are included with associated product server license at no additional charge to Customer.

License Fees are fixed-price deliverables for which full payment is due upon signing.

END OF DOCUMENT

MAINTENANCE AGREEMENT

1. <u>Parties</u>	ACCELA	CUSTOMER
	Accela, Inc.	Adams County, Colorado
	2633 Camino Ramon, Suite 120	450 South 4 th Avenue
	Bishop Ranch 3	Fifth Floor
	San Ramon, California 94583	Brighton, Colorado 80601
	Attention: Contracts Administration	Attention: Brian Dobbins
	T: 925.659.3200	T: 303.853.7142
	F: 925.407.2722	F: N/A
	e-Mail: contractsadmin@accela.com	e-Mail: bdobbins@co.adams.co.us

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

2. Term and Termination

2.1. Term Provided that Customer signs and returns this MA to Accela **no later than June 30, 2008**, this MA is effective as of the date of Customer's signature and will continue for a period of one (1) year. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will be calculated as twenty percent (20%) of the then-current list license fees. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2. Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to Accela.

3. Scope of Maintenance

3.1. Maintenance Services

3.1.1. Telephone Support Accela will provide Customer with a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.

3.1.2. E-Mail Support Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.

3.1.3. Online Support Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

- 3.1.4. Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.
- 3.1.5. On-Site Support If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 3.1.6. Software Updates Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela.

3.2. Maintenance Limitations

- 3.2.1. Limitations Generally The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:
- a) Services required due to misuse of the Accela-maintained software products;
 - b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
 - c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;
 - d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
 - e) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
 - f) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
 - g) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and
 - h) New or additional applications, modules, or functionality released by Accela during the term of this MA.
- 3.2.2. Legacy Releases Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

- 3.3. Warranty Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

3.4. Compensation

- 3.4.1. Maintenance Fees In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.
- 3.4.2. Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts as they become due. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment fee equal to five percent (5%) of the amount past due and will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.
- 3.4.3. Availability of Funds Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

4. Confidentiality

- 4.1. Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
 - b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;
 - c) information disclosed pursuant to Subsection 4.4 below;
 - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
 - e) information which is subpoenaed by governmental or judicial authority; and
 - f) information subject to disclosure pursuant to a state's public records laws.

- 4.2. Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").
- 4.3. Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- 4.4. Publicity During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer, but may not expressly or impliedly indicate Customer's endorsement of Accela's products or services without Customer's prior written authorization.
5. Other Terms and Conditions
- 5.1. Customer Obligations As required, Customer will provide Accela with appropriate access to Customer's facilities, data systems, and other resources. If Security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.
- 5.2. Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and Customer.
- 5.3. Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.
- 5.4. Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

- 5.5. Dispute Resolution This MA is governed by the laws of the State of Colorado. Jurisdiction of any controversy or claim arising out of or relating to this MA, or the breach thereof, will be in Adams County, Colorado. Each party will initially bear its own expenses and costs, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this MA will not prevent that party from thereafter objecting to that breach or any other breach of this MA.
- 5.6. Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.
- 5.7. Survival The following provisions will survive the termination or expiration of this MA: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.
- 5.8. Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9. Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

ACCELA
By: [Signature]
(Signature)

Colin M. Samuels
(Print Name)

Its Asst. Corporate Secretary
(Title)

Dated: 6/19/08
(Month, Day, Year)

CUSTOMER
By: [Signature]
(Signature)

Larry W. Pace
(Print Name)

Its Vice Chairman
(Title)

Dated: 6.30.08
(Month, Day, Year)

Exhibit Follows.

END OF DOCUMENT


APPROVED AS TO FORM
COUNTY ATTORNEY
[Signature]

EXHIBIT A

Deliverables	Fees
First-Term Annual Maintenance for Accela Automation® Land Management (1 Server License 50 Named User Licenses)	\$35,986.00
First-Term Annual Maintenance for Accela Citizen Access™ (1 Server License [Based Upon 300,000 Population])	\$7,598.00
First-Term Annual Maintenance for Accela Wireless™ (1 Server License and 10 Named User Licenses)	\$8,998.00
First-Term Annual Maintenance for Accela GIS™ (1 Server License and 50 Named User Licenses)	\$9,786.00
Total of Fees	\$62,368.00

Maintenance Fees are fixed-price deliverables for which full payment is due upon signing.

END OF DOCUMENT

	SINGLE SOURCING POLICY	Approval Date 10/22/12
	DIVISION AND POLICY NUMBER PURCHASING - 1080	Revision Date N/A

PURPOSE:

To define the single source process identifies one vendor or manufacturer as the only viable entity from which to purchase the commodity or service. This process supersedes all bidding requirements.

ELECTED OFFICIALS/DEPARTMENTS AFFECTED: All

POLICY:

The Board of County Commissioners (BOCC) may authorize a Single Source purchase under the following circumstances:

1. When the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to Adams County.
2. Emergency purchases where the well-being of the citizens, employees or Adams County property may be endangered if the purchase is delayed.
3. Where Adams County currently has a contract in place with a vendor for like products or services.
4. Use of this exception requires the recommendation of one of the following: the Elected Official, Department Director, Deputy or County Manager in accordance with the value of the purchase and Adams County Approval Authority Policy #1010.

PROCEDURE:

The Department must provide written single source justification to the Purchasing Division for review, see Appendix E. Use the Alternative Source Election Form Appendix F to determine a single source not found in Appendix E.


1. The Purchasing Manager or their authorized designee shall review the justification and work with the requesting Elected Official or Department to assure that a single source is in the best interest of Adams County and does not violate the policies and procedures that have been adopted by Adams County.
2. Once the single source justification has been completed the Purchasing representative shall forward the document to Adams County Manager who may choose to present the request to the BOCC for review and approval or denial.

3. Upon approval the issue may be required to appear on the agenda for Public Hearing or placed on the consent calendar.
4. Once approved Purchasing Division shall process the purchase.
 - 4.1. If bonding is required the Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by Adams County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of Adams County.
 - 4.2. The Contractor shall provide insurance as stated in Appendix L.
5. In the event of a declared Disaster/Emergency this Policy shall be suspended and Policy #1015 shall replace these procedures.

Single Source providers will be posted on the Adams County website for all interested parties to see. A list of current single source providers is available in Appendix J.

EXCEPTIONS:

There are no defined exceptions to this Policy other than previously stated.

	APPENDIX E – COOPERATIVE, SINGLE AND SOLE PURCHASES	Approval Date 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date N/A

A key responsibility of the Purchasing Division is to develop and manage programs, services and resources as efficiently and effectively as possible and to communicate the results of these efforts to the taxpaying public. There are many goods and services that Adams County has consolidated or standardized to maximize value. These may be either Adams County negotiated Agreements, State of Colorado Agreements, Multiple Assembly of Procurement Officials (MAPO) and/or any other cooperative Agreements made available to Adams County. We encourage our employees to purchase through these Agreements whenever possible. Listed below is an overview of the contracts that are most used throughout Adams County. For additional information on how to purchase these products or services, contact the Purchasing Division staff. Information on the extended list of Agreements and commodities is available on the state web site:

<http://www.gssa.state.co.us/PriceAwd.nsf/Published+Agreements+by+Category+for+Web?OpenView&Start=1>

SINGLE SOURCE PURCHASES:

COMPUTERS: Requires IT approval

1. Hardware - Cooperative State Agreement
2. Service - Cooperative State Agreement
3. Training - Adams County Agreement
4. Software - Cooperative State Agreement

5. Single Source Software are as follows:

AS/400

Performance Navigator

Go Anywhere - replaced Transfer Anywhere

JDEtips

Crypto Complete (B/U encryption)

SAP/Crystal Enterprise/Business Objects

GIS

ArcInfo Primary
ArcInfo Secondary
ArcInfo COGO
ArcInfo ARCSAN
ArcInfo ARCPRESS
ArcView Upgrade
ARCVIEW
ARCVIEW Network analyst
ARCVIEW Extension Mapbook Generator
In Plane view (Planning)
Geocortex
Granicus
Infrastructure
ACS, Access Control Software, purchased in 2007
Blackberry Enterprise Server
Check Point Subscription Renewal (Nov 1)
Cisco SmartNet Co-termed Support Renewal
Cisco SmartNet NAC
Citrix Winframe Support (Dial-in Access)
Compellent
CommVault
CommVault Server Agents
Imperva (Application Firewall, Exchange)
Indicative (Nimsoft)
LANDesk
Milestone Xprotect IP Camera Software Animal Shelter (Jan)
Milestone Xproect IP Camera Software WSC
Milestone Xprotect IP Camera Software DEV & Honnen
MS Office Support
MXLogic
Packeteer/SouthSeas
PGP
TrackIt Helpdesk Software (April)
TrendMicro OfficeScan (Anti-virus/anti-spyware)
UPS replacement of batteries in various smaller UPS throughout
WebSense

VeriSign SSL certs
VMware NEW FOR 2011(Two-year renewal for co-term in 2013)
Wireless bridges for WAN
Domain name renewals
IVR
VoicePermits
Elections
ASR/TRS
Oracle
Oracle Enterprise One
Permitting
Accela Maintenance
Selectron IVR
Records Management
Scanners 8 of
Hummingbird (usually Feb)
Kofax, 5280 Products, Silanis, pd 7/2008
Trast Kofax Ascent capture release script (1-24-06)
Sue's scanner
Ultimus
Servers
Survey Monkey

COOPERATIVE PURCHASES

COMPUTERS OTHER: Printer paper, toner and ribbons - Cooperative State Agreements or Adams County Agreements

CUSTODIAL SUPPLIES - Cooperative State Agreement

DUMPSTER SERVICE/LANDFILL - Adams County Contract

FERTILIZER AND HERBICIDES - Cooperative MAPO Agreement

FURNITURE - State Agreement

OFFICE EQUIPMENT

Fax Machines (including tone) - State Agreement

OFFICE SUPPLIES - State Agreement (other than emergency or incidental requirements)

PAPER - State Agreements

SHIRTS AND UNIFORM GARMENTS - State and County Agreements

SPRINKLER PARTS - Cooperative MAPO contract

TEMPORARY EMPLOYEE SERVICES - State and County Agreement

TOOLS, HAND/POWER - Cooperative State/MAPO Agreement (excludes low dollar or very low volume)

VEHICLES

Cars and trucks - State and County Agreements

Heavy equipment - State and County Agreements

Heavy mowing equipment - State and Cooperative MAPO Agreements

Heavy Equipment – Colorado Department of Transportation (CDOT)

W. W. GRAINGER - Cooperative MAPO Agreement

WATER TREATMENT CHEMICALS - Cooperative MAPO Agreement

FACILITIES OPERATIONS STANDARDIZED SYSTEMS

Trane HVAC Units – Standardized at all buildings. Many vendors can supply New Trane HVAC units.

SHERRIF'S OFFICE STANDARDIZED SYSTEMS

Sierra Detention Systems for security related to the inmate cell system at the Detention Center.

State Agreements maybe reviewed by accessing the following web site:

<http://www.gssa.state.co.us/PriceAwd.nsf/Published+Agreements+by+Category+for+Web?OpenView&Start=1>

Products and services related to special projects, construction, professional services or any other large acquisitions will continue to be organized and processed through the Purchasing Division. If you have any questions regarding this list or the use of your Procurement Card, please call the Purchasing Division at 720-523-6050.