



VISIONARY INTEGRATION PROFESSIONALS ACCEPTANCE AGREEMENT WITH THE CITY OF NORTH PORT, FLORIDA

I. Purpose

This Acceptance Agreement (“Agreement”) signifies a contract between the City of North Port, Florida (“Client”) and Visionary Integration Professionals, LLC (“VIP”) to implement and provide a subscription for the Accela SaaS Multi-Solution Software. The parties acknowledge this Acceptance Agreement shall be in accordance with the following GSA Schedules and the Accela Subscription Services and Support Agreement under GSA MAS.

Incorporated into this Agreement are the following:

1. VIP GSA Schedule 47QTCA20D00F1 – Schedule terms shall govern the VIP Professional Services and Open Market SaaS Subscription
2. Statement of Work
3. Gray Quarter Middleware Integration Subscription Agreement for Software/Services
4. Carahsoft GSA Schedule 47QSWA18D008F – Schedule terms shall govern the Accela SaaS
5. Accela Subscription Services and Support Agreement under GSA MAS

II. Order of Precedence

VIP and Carahsoft have entered a GSA Schedule Contractor Teaming Agreement to provide a comprehensive solution to meet Client’s needs. In the event there are conflicting terms among the various documents, the order of precedence shall be as follows:

1. **One-time and Ongoing Professional Services and Open Market SaaS Subscription:** 1) Acceptance Agreement; 2) VIP GSA Schedule 47QTCA20D00F1; 3) Statement(s) of Work; 4) Gray Quarter Middleware Integration Subscription Agreement for Software Services
2. **SaaS Subscription, Hosting, and Standard Support Services:** 1) Acceptance Agreement; 2) Carahsoft GSA Schedule 47QSWA18D008F; 3) Accela Subscription Services and Support Agreement under GSA MAS.

III. Fees, Invoicing, and Payment Terms

The following summarizes the fees as detailed in the attached Statement of Work. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Client’s payments shall be due forty-five (45) days after receipt of invoice.

Total VIP - \$2,775,894.00

- **DDI Services - \$2,699,544.00**
- **Gray Quarter SaaS Subscription**
 - Year One - \$24,870.00 (Includes one-time Gray Quarter Laserfiche Adapter Licensing)
 - Annual Ongoing (Year 2 through Year 5) - \$ 51,480.00

Total Five-Year Accela SaaS Subscription - \$1,020,964.00



- SaaS Year 1 - \$184,768.80
- SaaS Year 2 - \$194,007.20
- SaaS Year 3 - \$203,707.20
- SaaS Year 4 - \$213,892.80
- SaaS Year 5 - \$224,588.00

IV. [Ordering Agency] Special Provisions

- A. Travel Expenses. Payment/reimbursement to VIP for travel required in furtherance of this Agreement, the above-identified GSA Schedules, or the Accela Subscription Services and Support Agreement under GSA MAS shall be made in compliance with the Client's travel reimbursement requirements provided in Chapter 2 of the Code of the City of North Port, Florida. Where IRS mileage reimbursement rates differ from the Client's codified rates, the IRS rates shall apply.
- B. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. VIP shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

SIGNATURE PAGE FOLLOWS



Visionary Integration Professionals, LLC

By: DocuSigned by:
Jennifer Salazar
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Name: Jennifer Salazar
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Date: 5/1/2023 | 3:31:18 PM PDT

Approved by the City Commission of the City of North Port, Florida on April 25, 2023.

CITY OF NORTH PORT, FLORIDA

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City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
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City Attorney



City Of North Port, FL

Land Management Project Statement of Work

Date:

January 20, 2023

Version: 2.1

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Document Control

Date	Author	Version	Change Reference
10/31/2022	George Calzat	1.0	Initial Draft
12/23/2022	George Calzat	2.0	North Port request to add additional services
1/20/2023	George Calzat	2.1	Redline response updates, ePermitHub updates

1 Introduction

This Statement of Work (“SOW”) dated 1/20/2023 defines the scope of the City of North Port, FL Land Management project work and provides a definition of the professional services (collectively, the “Services”) to be provided by Visionary Integration Professionals, LLC (hereinafter “TeamVIP”) to the City Of North Port, FL (hereinafter “City”). This SOW document governs the work to be performed by TeamVIP.

2 Critical Success Factors

To successfully execute the scope defined, there are several critical success factors that must be closely monitored and managed by TeamVIP and City stakeholders:

- **Dedicated City Participation** – City acknowledges that its staff have the appropriate skills and subject matter expertise and that they are actively involved throughout the entire duration of Services as defined in the Project Plan. The City will have a Project Manager assigned to the Project.
- **Clear Requirements** – City and TeamVIP identify, document, prioritize, and continually manage the City's technical, functional, data, and any other requirements that must be satisfied for the project to be considered successful by the City and TeamVIP.
- **Business Process Definition and Understanding** – City must be able to articulate their current business processes and be willing to share that information with TeamVIP, in particular during the Gap Analysis stage of the project. If there is an expectation that the City's business processes might be modified during the project, the City and TeamVIP will discuss this topic to determine what, if any, risks such an endeavor might introduce to the project.
- **TeamVIP Implementation Methodology** – This implementation has been scoped assuming the use of TeamVIP's Agile/Scrum implementation methodology. To meet the goals of this implementation, it is imperative that the City understand and acknowledge the agile nature of this project and adhere to the methodology.

3 VIP Implementation Methodology

3.1 Agile Process

The TeamVIP Implementation approach incorporates best practices from Agile methodologies. This is based upon the processes of continuous Product Backlog Elaboration and Construction phases and is aligned to our iterative approach for defining requirements and planning.

3.2 Project Delivery

3.2.1 VIPDeliver

VIPDeliver is the framework guiding our service approach that aligns with modern implementation best practices to reliably deliver projects on-time and within budget. The methodology fosters collaboration between TeamVIP and project stakeholders to identify and mitigate project risks and support timely and accurate communication and decision-making throughout the engagement. VIPDeliver is a proven, robust, and flexible methodology tailored for government projects, whether a full system upgrade/ replacement or a module add-on, to help maximize project success and deliver measurable results. VIPDeliver includes five stages for iterative development:

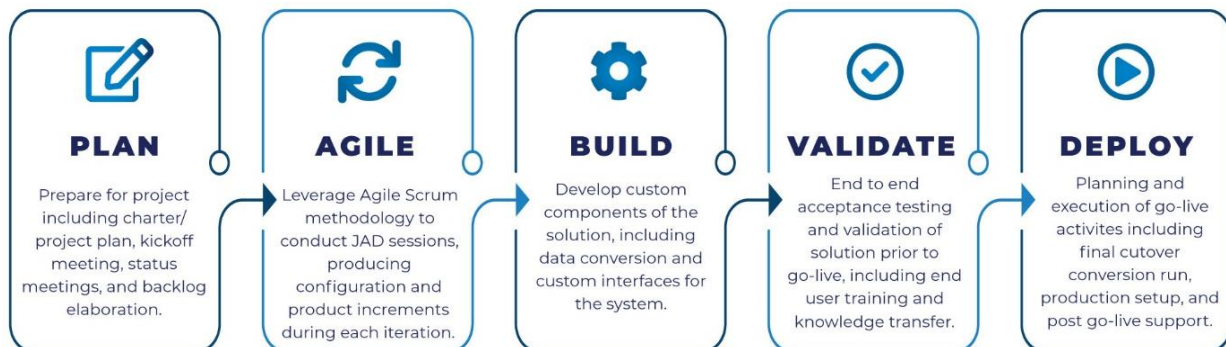


Figure 1: VIPDeliver Framework

3.2.1.1 Stage 1 - Plan

The Plan stage is comprised of project planning activities, creation of core project management documents and templates, and the first meeting held between TeamVIP and project stakeholders to ensure the project begins in a well-organized, structured fashion while confirming expectations. At the start of Planning, the Baseline Project Plan will be updated and refined based upon discussions and collaboration with project stakeholders. Core Team training will be developed in parallel with the collaborative project kickoff presentation that will be delivered to the overall team. When the project kickoff presentation is complete, the Core Team training will be delivered to identified project team members.

Once Core Team Training is complete, Sprint 0 activities can commence with the goal of developing the initial product backlog to have at least three sprints-worth of refined user stories so Sprint 1 Planning can commence immediately after Sprint 0 is complete. Sprint 0 also works to

define, if possible, all of the Epics that are the higher-level tasks for the project – such as record types and interfaces – to allow for proper roadmap planning across the entire project as early as possible. The Sprint Planning meeting will last approximately eight hours (estimated duration for 4-week sprints) and require involvement of all scrum team members. After Sprint Planning is completed and approved by the entire Scrum team, development will officially begin.

During the Plan Stage the following will be created:

- Project Kickoff Presentation
- Jira Initial Project Configuration
- Confluence Initial Project Repository Configuration
- Project Status Report Template
- Initial Draft Project Schedule
- Core Team Training
- Initial Product Backlog

3.2.1.2 Stage 2 - Agile

Once Sprint 0 is complete, sprints will begin with Sprint 1 and follow in order. TeamVIP will review existing documentation and conduct interviews to document the requirements/capture user stories to gain a deeper understanding of processes and business rules and begin configuring the solution.

3.2.1.3 Stage 3 - Build

The Build stage includes development of all integration points, report outputs, and data conversion/migration programs. Data conversion will typically occur after several sprints have been completed so data conversion mapping activities can begin with at least a minimal amount of converted data to work with. Data conversion analysis and mapping is a collaborative effort between TeamVIP and client SMEs and requires stakeholder approval for use in the system. Once approved, data conversion development will commence; upon completion, data conversion cycles commence that includes review of each of the two conversion runs back-to-back to refine any data conversion mapping.

Interfaces requirements will be identified for approval before interfaces will be developed, tested, and approved for delivery and deployment. At the end of the Build stage, the complete end-to-end solution will have been developed, unit tested, and will be ready for user acceptance testing (UAT).

3.2.1.4 Stage 4 - Validate

The Validate stage is comprised of all the solution's technical components required to meet project requirements and can only be completed once the Build stage is complete, although some of the tasks will initiate during the Build stage. During the Validate stage, the IPS solution will be tested, users trained, and TeamVIP will prepare for deployment. UAT plans will be developed, approved, and executed during this stage.

TeamVIP will resolve defects in the system that have been found during UAT and provide as-needed support during this activity. We will utilize a train-the-trainer approach to support end-user training and offer additional administration configuration training during Stage 4.

When validation is complete, confirmation that requirements have been successfully met but be received prior to moving to Production and Go-Live status.

3.2.1.5 Stage 5 - Deploy

The final stage of a project is marked by the transition to the Production environment. Deployment includes development of the go-live checklist, migration of configuration to production, and data conversion cutover as defined in the go-live checklist. All necessary Go-Live activities will be identified, documented, reviewed, and executed. This stage also provides limited post go-live support.

The following content defines the objectives, activities, and deliverables of each of the five VIPDeliver implementation stages.

Stage	Objectives	Activities	Deliverables
1	<ul style="list-style-type: none"> Develop a strong communication plan that includes status meetings, progress tracking and reporting mechanisms, issue/risk management plans, budget management, and resource management plans Complete all project planning activities including a complete, resource loaded project schedule/plan, Kickoff meeting, and status reporting schedule Complete Sprint 0, backlog setup, and elaboration Identify approval and sign-off requirements of all milestones Ensure understanding of stakeholder vision for the project/solution 	<ul style="list-style-type: none"> Schedule and conduct initial meeting/call with project leadership to review objectives, scope, and timeline for the project Develop collaborative Integrated Project Plan Review and gain approval on Initial Draft Project Schedule (Project Plan) Load Requirements into JIRA Lifecycle Management tool if applicable to build out backlog and configure JIRA workflow, Risk Logs, etc. Meet to review and discuss user story definition Agree on TeamVIP Project Status Report Template Agree on Issues and Risk Management Log Organize and conduct Project Kickoff Meeting with jurisdiction Schedule any onsite work if applicable to facilitate access to any necessary buildings or systems, if applicable 	<ul style="list-style-type: none"> Project Kickoff Presentation Jira Initial Project Configuration Confluence Initial Project Repository Configuration Project Status Report Template Initial Draft Project Schedule Core Team Training Initial Product Backlog
2	<ul style="list-style-type: none"> Identify the detailed requirements for application configuration Document testable acceptance criteria for user stories Configure and test the solution, public portal, mobile, and GIS capabilities, if applicable Unit test the configuration to ensure progress towards meeting business requirements Document the work performed in each Sprint 	<ul style="list-style-type: none"> Create role-based user stories Document all users and security requirements Create detailed acceptance criteria for every user story to define and test the completion state Configure all record types and solution components as required Unit test all solution configuration Conduct review sessions with project stakeholders to ensure expectations are met Capture the backlog, composed of user stories; the progress made to complete that work; the Sprint Burndown; the test results and defect log; and the final Product Increment of completed work for each Sprint 	<ul style="list-style-type: none"> Product Backlog Sprint Backlog Sprint Ceremony Sprint Review and Retrospective Sprint Package - Exports from the Agile Management Tool (JIRA) Delivered potentially shippable product in the Development environment at the end of every sprint. Design specifications within Jira and Confluence Inspect and Adapt

Stage	Objectives	Activities	Deliverables
		<ul style="list-style-type: none"> ■ Conduct administrative and maintenance training as needed 	<ul style="list-style-type: none"> ■ Fine-tuning the solution's user interface, usability, and security
3	<ul style="list-style-type: none"> ■ Develop and test the data conversion programs to migrate data from the in-scope data sources into the solution application ■ Complete accurate data conversion mappings and confirm schedules are in-line with required data loads for solution and User Acceptance Testing cycles ■ Evaluate client technology infrastructure for compliance with solution's technical standards, specifications, and requirements ■ Map, review, and convert/migrate all data into the solution ■ Develop and test all in-scope interfaces, business rule automations, and reports ■ Complete all aspects of end-to-end solution to prepare for UAT 	<ul style="list-style-type: none"> ■ Install/setup test and production environments as required to complete the implementation ■ Review required data conversion activities to ensure proper data field mapping ■ Develop and test the data conversion/migration programs and load the data into the solution ■ Develop and unit test the application interfaces ■ Conduct core team testing of the solution 	<ul style="list-style-type: none"> ■ Data Conversion Plan ■ Data Conversion Specifications and Development ■ Interface Specifications and Development
4	<ul style="list-style-type: none"> ■ Develop and execute a UAT Plan ■ Complete all UAT activities 	<ul style="list-style-type: none"> ■ Execute the UAT Plan to ensure requirements have been satisfied ■ Schedule, conduct, and document results of testing sessions to execute the UAT Plan ■ Facilitate review the successful completion of the UAT Plan for approval and sign-off ■ Gain approval to execute the Go-Live Plan ■ Schedule training sessions ■ Conduct train-the-trainer sessions 	<ul style="list-style-type: none"> ■ Test Plan (in Jira XRay) ■ User Acceptance Testing (UAT) Report (in Jira XRay) ■ Training Plan ■ Administrative and Technical Training ■ User Acceptance Testing ■ Train-the-trainer Training
5	<ul style="list-style-type: none"> ■ Complete all training on using and maintaining the solution ■ Successfully deploy the solution in the Production environment ■ Obtain Project Completion Signature, indicating the project has completed successfully 	<ul style="list-style-type: none"> ■ Complete training for all specified user groups ■ Develop and execute a Deployment Plan to manage the go-live event ■ Execute the Deployment Plan, whereby the solution is installed and live in a Production environment ■ Initiate limited go-live onsite support ■ Facilitate executive review of deployment activities and results and gain signature indicating successful project completion 	<ul style="list-style-type: none"> ■ Production Environment ■ Deployment Plan ■ Pre-Production Checklist Development, Tracking, and Execution ■ Move to Production ■ Postproduction Analysis ■ One month of post-production/Maintenance and Operations support

Stage	Objectives	Activities	Deliverables
			<ul style="list-style-type: none"> Formal Transition to Customer Support for Ongoing Support

Table 1: Objectives, Activities, and Deliverables by Stage

3.2.2 Agile/Scrum-based Implementation

VIPDeliver utilizes an iterative Agile/Scrum methodology throughout our project implementation. Scrum is the most widely-used lightweight process framework for system configuration and development. A limited set of defined overhead practices must be followed to maximize the amount of productive time available for getting useful work done. Characteristics fundamental to a successful Agile implementation include:

- Disciplined project management process
- Frequent inspection and adaptation
- Leadership philosophy that encourages teamwork, self-organization and accountability
- Defined set of engineering best practices intended to allow for rapid delivery of high-quality functionality

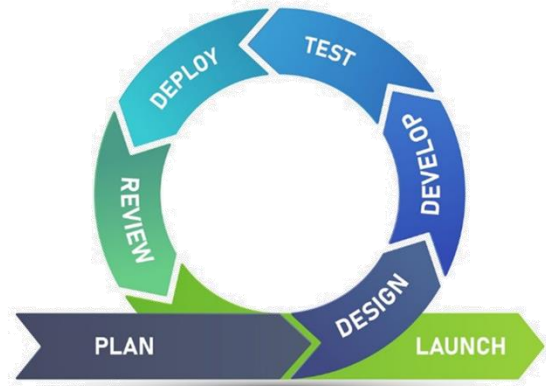


Figure 2: Iterative Agile Methodology

Requirements and solutions will evolve through collaboration between self-organizing cross-functional teams. During the project lifecycle, user involvement will be integral to provide visibility and transparency offering a clear view of the actual progress of projects. Working functionality will be the subject of each Sprint, offering your project team early access to workflows and configurations developed within a given Sprint. Communication will be key; VIP's approach recognizes an effective plan for both the present organizational change, as well as strategic positioning for a future operating model, is required. Our processes development approach will be based upon ongoing reviews and feedback to support the Agile/Scrum development process, with the goal the solution is building an effective foundation for future maintenance and operations hand-off.

Scrum Team Roles	Responsibilities	Scrum Artifacts
Product Owner – decision maker	The Product Owner is responsible of for the product backlog. The product backlog contains the list of every desired outcome users expect from the product. This is our to-do list of goals. The backlog represents the “what” that will be built, prioritized by importance.	<ul style="list-style-type: none"> Product Backlog – a collection of user stories (requirements) that represent a feature of the product to be developed Sprint Backlog – user stories chosen by the
Scrum Master – team leader	The Scrum Master is the facilitator for the team, helping the team follow the ceremonies and effectively use the artifacts. The Scrum Master removes impediments that prevent the team from making progress during the Sprints.	

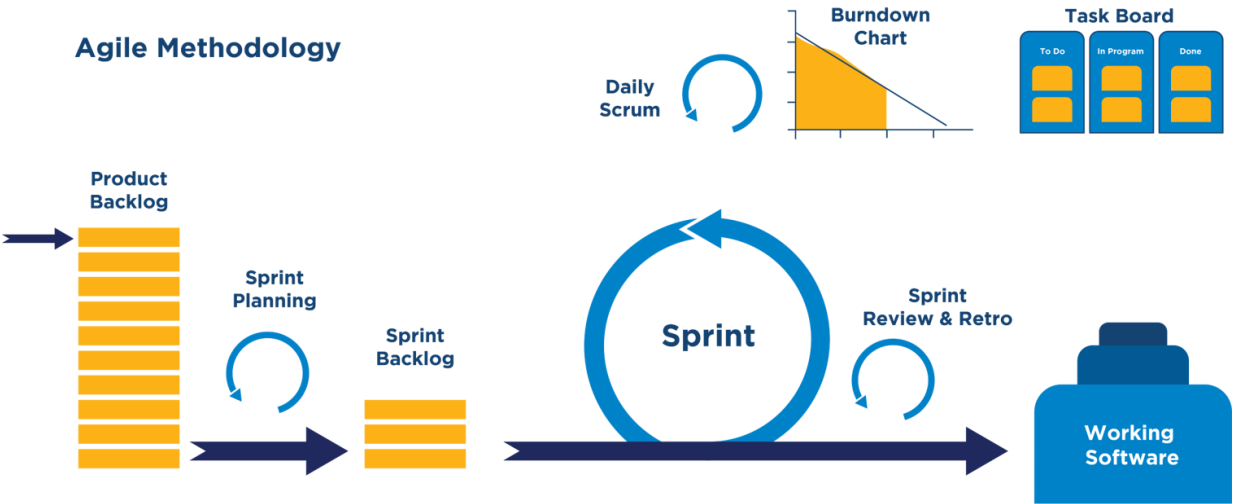
Scrum Team Roles	Responsibilities	Scrum Artifacts
Development Team – product builders	The Development Team is responsible for determining “how” the product will meet the expectations of the Product Owner. They are responsible for designing, developing and testing the product based on collaborative effort with stakeholders and ultimately the Product Owner.	team to design, develop and test during a Sprint <ul style="list-style-type: none">■ Burn Down Chart – a chart that depicts the status of stories being worked on in a Sprint

Table 2: Scrum Team Roles and Responsibilities

3.2.2.1 Scrum Framework

Beginning with facilitated Joint Application Development (JAD) sessions, TeamVIP will develop user stories based upon system requirements that will be the basis of the product backlog. TeamVIP will conduct a Fit-Gap Analysis with best practices compared to business needs and subsequently conduct additional JAD sessions to refine the user stories in the Product Backlog with detailed Acceptance Criteria, which are testable and define the completeness of an individual user story.

Figure 3: Scrum Framework



As part of Product Backlog Elaboration (Sprint 0), we recommend producing a Release Roadmap to define major features of the solution and planned implementation dates to guide the sprint planning during the Sprint and Build stages. The Release Roadmap will be logically grouped based upon a combination of legislation, core functionality, and meeting the Statement of Work requirements. The Roadmap development will begin by mapping business needs that will be refined to meet the goals and objectives of the project. This draft schedule will be updated during Product Backlog Elaboration and is maintained throughout the project.

3.2.2.1.1 Scrum Activities

- Sprint Planning
- Daily Scrum Stand-up
- Sprint Review and Retrospective

3.2.2.1.2 Sprint Planning

During Sprint Planning the team will assign user stories from the Product Backlog to a Sprint that has a start and end date. Sprint Planning will focus on what needs to be built in the next iteration of the product. During the Sprint, the team will work on tasks until user stories are completed.

3.2.2.1.3 Daily Scrum Meetings

The team will facilitate a Daily Scrum Stand-up meeting targeted for 15 minutes or less that includes a discussion on risks/issues and quality. Breakout sessions will be held for detailed topics or new risks that require further discussion. A dedicated, standing bi-weekly risk/issue meeting will focus on the potential and realized issues the project is experiencing and what the team can do for mitigation. Overall discussion in the stand-up meetings will highlight:

- What did you accomplish yesterday?
- What will you accomplish today?
- Is anything blocking you from completing your tasks?

During the Sprint the status will evolve from To-Do to In-Progress to Done. By the end of the Sprint all tasks will be completed and reflected in a Burn-down Chart.

3.2.2.1.4 Sprint Reviews and Retrospectives

During the Sprint Review, the development team will demonstrate the working software to the product owner to validate they have completed the tasks/user stories and receive feedback regarding the functionality to create bug-free working software. The team will also facilitate a Retrospective to discuss what did/did not go well and adjust the process to make future Sprints more effective.

Finally, as part of overall quality management, our team will prepare a Sprint Package. Each of the work products included in the Sprint Package will be submitted for approval.

3.2.2.2 SCRUM and Risk Management

Project risks will be identified, tracked, and mitigated during Sprint activities:

- **Daily Scrum:** the team will manage risk in terms of reaching the Sprint Goal and other deliverables
- **Sprint Planning:** the team will assess the Product Backlog and create a Sprint Backlog
- **Sprint Review:** discuss business and technology risks that may might impact upcoming Product Backlog Items
- **Sprint Retrospectives:** encourage open conversation about what to improve as a Scrum Team; reducing risk (process, people, technology, Definition of Done) is often discussed
- **Sprint:** reduce risk through its iterative approach and steady implementation of project requirements

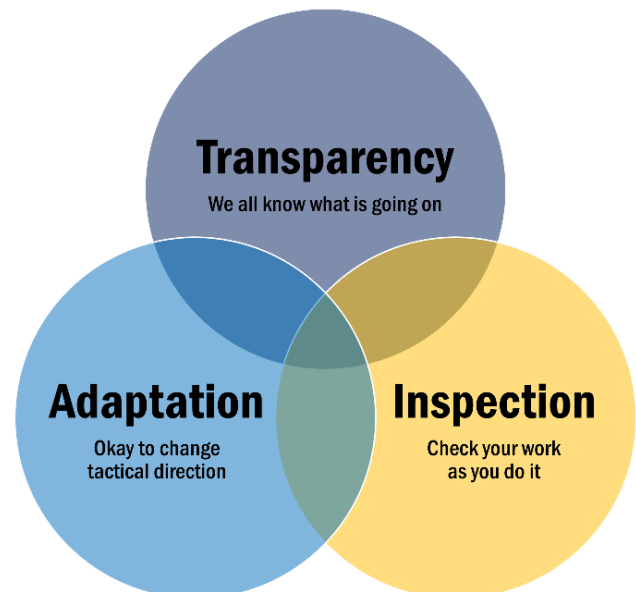


Figure 4: The Three Pillars of Scrum

3.2.2.3 SCRUM and the Project Schedule

The Product Roadmap will provide the plan to achieve the product goals, often related to business functionality and project milestones. By combining the Product Roadmap with the iterative Sprint activities, project stakeholders will get a clear idea of when specific activities will occur throughout the project's lifecycle. Exact meeting times and dates will be determined close to actual events to allow for flexibility between Sprints and secure availability of the required team.

3.2.2.4 Sprints – iterative and Incremental Development and Delivery

The Sprint stage begins with Sprint Planning. Sprint planning sessions will be focused on functional criticality and product owner priority as defined in the Release Roadmap. The development team and product owners will determine which user stories should be developed during the Sprint, prioritizing functional criticality. The course of development will allow for iterative and incremental feedback sessions leading to refinement of the solution with each Sprint. Short feedback loops will be critical to the development process to produce a functioning solution. User story development will take a data-first approach: data to be captured in conjunction with the accompanying screens/forms. Business logic and workflow will be integrated with the screens/forms to support business rules and processes. During the Sprints, TeamVIP will demonstrate developed functionality to product owners to obtain immediate feedback.

At the end of each Sprint TeamVIP will conduct a more formal Sprint Review to demonstrate working software and work products defined by the work scope to review the system further, obtain feedback from stakeholders, and allow end users to prepare for User Acceptance Testing.

3.2.3 Project Management Tools

TeamVIP implements VIPDeliver with Jira Software, a project management tool that supports Agile methodology for Scrum projects. Jira is used to create user stories or tasks in the backlog; create, plan, and start sprint cycles; conduct daily standup meetings; view sprint reports including burn-down charts; conduct sprint reviews and retrospective meetings; and resolve or move issues to the next sprint cycle. Jira's data extraction toolsets support reporting and analysis on items.

VAFFXPLUS Sprint 13 Dashboard

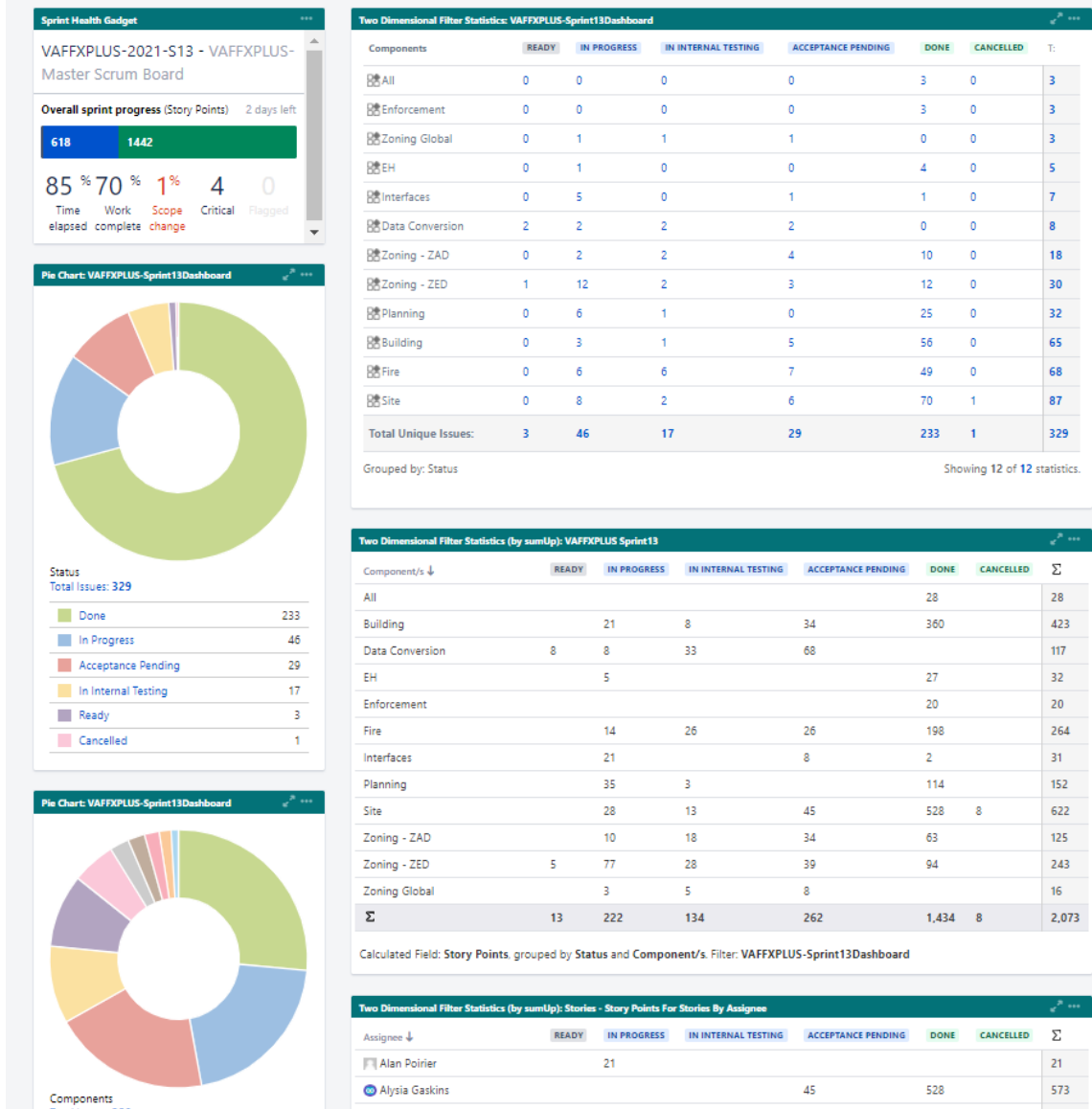
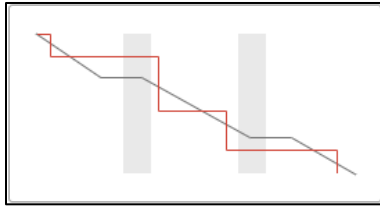


Figure 5: Sprint Summary Dashboard

Our Jira configuration allows for the Agile/ Scrum team and anyone on the project to view, organize, and coordinate all of their work and obtain instant reports to support workflow and team productivity. The Jira Agile component offers built-in functionality to directly support Agile software development, which assists the following project and technical management processes:

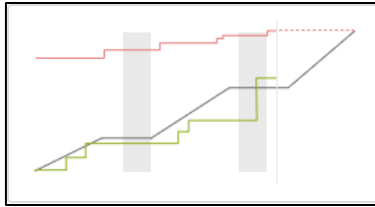
- Test Management
- Defect Management
- Release Management
- Scrum/Work/Development Management

Workflows created in Jira support strategies that help govern the steps taken to ensure a quality product is developed and deployed. Examples of some basic types of reports TeamVIP develops to support project activities are included below:



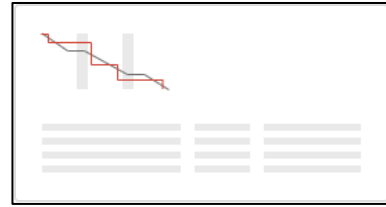
Burndown Chart

Track the total work remaining and project the likelihood of achieving the Sprint goal. This helps your team manage its progress and respond accordingly.



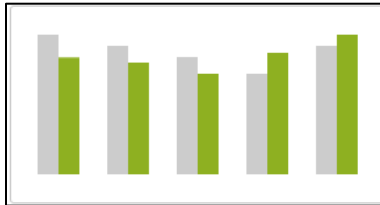
Burnup Chart

Track the total scope independently from the total work done. This helps your team manage its progress and better understand the effect of scope change.



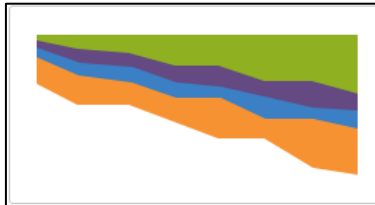
Sprint Report

Understand the work completed or pushed back to the backlog in each Sprint. This helps you determine if your team is overcommitting or if there is excessive scope creep.



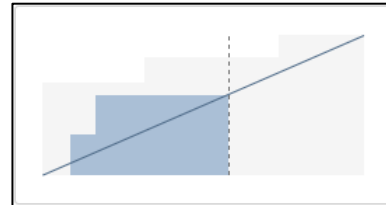
VeloCounty Chart

Track the amount of work completed from Sprint to Sprint. This helps you determine your team's veloCounty and estimate the work your team can realistically achieve in future Sprints.



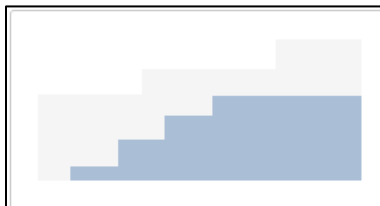
Cumulative Flow Diagram

Shows the statuses of issues over time. This helps you identify potential bottlenecks that need to be investigated.



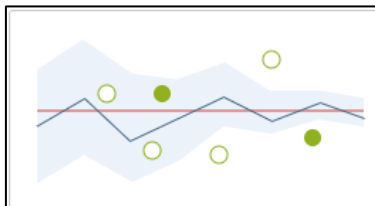
Version Report

Track the projected release date for a version. This helps you monitor whether the version will release on time, so you can take action if work is falling behind.



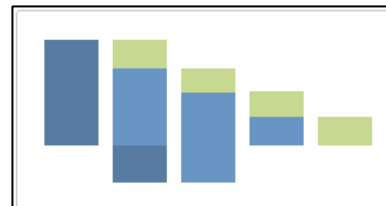
Epic Report

Understand the progress towards completing an epic over time. This helps you manage your team's progress by tracking the remaining incomplete work.



Control Chart

Shows the cycle time for your product, version or Sprint. This helps you identify whether data from the current process can be used to determine future performance.



Release Burndown

Track the projected release date for a version to help you monitor whether the version will release on time, so you can take action if work is falling behind.

Figure 6: Agile Reports in Jira

4 Scope of Services

The purpose of this section is to detail the divisions and offices and products that comprise the Land Management implementation for the City.

4.1 City Of North Port, FL Departments

The scope of this implementation is limited to the following departments:

- Building
- Planning and Zoning
- Code Enforcement
- Business Tax

4.2 Accela Software Products

The following Accela products are in scope for this Project:

- **Accela Building, Planning, and Business Licensing:** Helps track and manage the City's permits, licenses, inspections, complaints, and code violation activities. Licensing and Case Management empowers City staff to focus less on administrative tasks and spend more time protecting the public with modern back-office, inspection, reporting and customer-facing solutions.
- **Accela GIS:** Provides a geographic view of data. It also leverages GIS data and technology during the automated workflow process to make better decisions and improve efficiency while processing transactions.
- **Accela Mobile Apps:** Extends processing capabilities to the field for inspections, scheduling, and database searches. It is available for any iOS or Android OS device.
- **Accela Citizen Access:** Allows for customers and constituents to interact with the City via a web portal including application, renewal, fee payment, and research functionality.
- **Accela Document Services*:** Allows for a system user or public user to attach digital files to a Record in the Civic Platform based on the user's permissions.
- **Enhanced Reporting Database (ERD):** For Accela cloud clients, this optional component is provided as-is and allows for direct and secure database access to a set of replicated cloud databases (one replicated ERD environment per environment purchased by the City) to provide enhanced ability for data warehousing, data mining, custom reporting requirements, local database archiving, etc. and leverages the Power BI Premium connector to render Power BI reports within Accela.

*Accela Document Services provides the capability to store and retrieve electronic documents, such as: scanned microfiche, digital engineering drawings and images. Digital files will be related to a facility, permit, application or a site as applicable.

5 Project Scope

The Task Summary table below provides a list of the project scope items by Task. Section 6 contains a detailed description of each scope item as well as the responsibilities of TeamVIP and the City in the creation, review, and approval of the deliverables.

5.1 Scope Description

Task	Description
Project Management Services	This task covers eighteen (18) months of project management support at 75% utilization, i.e. up to 2,268 hours for the eighteen (18) month implementation. The TeamVIP Project Manager will split time between providing on-site and remote support for the life of the project. Project management support includes TeamVIP deliverable submissions, specified project meetings, and monthly schedule and status reporting. In addition, TeamVIP will provide up to ten (10) hours per month of project oversight and engagement management, up to 180 hours for the eighteen (18) month implementation.
Project Initiation	This task is conducted after contract signing, and includes the Project Kickoff presentation, Jira Initial Project Configuration, Confluence Initial Project Repository Configuration, Initial Draft Project Schedule, and Initial Product Backlog Refinement. TeamVIP's Training involvement encompasses: <ul style="list-style-type: none"> • Core Team Training – up to two (2) days of training with fifteen (15) maximum attendees.
System Setup	This task includes basic system setup support for the City to ensure Accela creates the required cloud environments required for this project. This includes the following Non-Production and Production environments that coincide specifically with what the City has purchased as part of their licensing agreement: Dev (Supp), Test, Staging, and Production. The City will be responsible for the system setup of any on-premise servers such as the server housing the payment provider interface adapter and ArcGIS server.
Product Backlog Refinement and Joint Application Development (JAD)	TeamVIP will lead Joint Application Development (JAD) sessions and support product backlog refinement sessions with the City to determine areas where configuration will be required vs. the Accela Civic Application. Analysis will be conducted on up to 130 Record Types vs. the Accela Civic Applications. Examples include Building Commercial New, Building Demolition, Planning Minor Subdivision, Code Enforcement Building Case, Business Tax Adult Day Care. Additionally, a complaint is a record type and a violation or enforcement action is considered a Record Type. Any unique combination of application, workflow, fee collection, inspection and issuance process is considered a Record Type. Details of specific record types to be analyzed are provided in Section 6.2.2.
System Configuration	This task includes configuration of business processes for gaps discovered during backlog refinement against the Accela Civic Applications and JAD sessions. Details of specific record types to be configured are provided in Section 6.2.2.
Data Conversion	This task includes the conversion of one (1) databases into the Accela Civic Platform. The full list of Databases in scope are:

	<ul style="list-style-type: none"> Central Square's Naviline database
Interfaces	<p>The full list of interfaces in scope are:</p> <ul style="list-style-type: none"> Forte Payment Provider License Verification Site - Florida Department of Business and Professional Regulation (DBPR) Laserfiche EDMS Naviline Financial System DocuSign Quadient Certified Mail Service Legistar Lucity Lien Search (Orange Lien) Permit Data Wellen Park Housing Permits Selectron IVR (Not within the scope of this SOW. Direct services from Selectron)
Business Automation	<p>Up to 1,307 hours for business automation rules (scripting).</p> <p>The different types of Business Automation Rules for these hours are defined as follows:</p> <ul style="list-style-type: none"> Validation Script - Script that validates data and prevents submission of a form when the business rule fails Fee Automation Script – When fees need to be assessed and updated via scripting. Common for customers using legacy products where fees are already auto-assessing based on user defined fields and other criteria Record Creation Script – Records are created via scripting, pre-populated and linked to a record hierarchy Automation Scripts – General automation, such as creating an inspection, updating user defined fields, updating workflow, etc. Renewal Scripts – Scripts that automates the renewal processing for record types that are renewable Amendment Scripts - Scripts that update master records based on an amendment
Electronic Document Review (EDR) Configuration	Includes configuration and deployment of ePermitHub's Digital Plan Room (DPR) to support Electronic Document Review for up to 59 record types that would require EDR. EDR will enable the submission, review and markup of documents to work effectively given the City's configuration.
Reporting	<p>Up to 1,782 hours for report development. Total report development hours is based on the current report complexity breakdown estimate:</p> <ul style="list-style-type: none"> 35 high complexity reports 29 medium complexity reports 21 low complexity reports <p>Report complexity breakdown can be modified during the project as long as the total reporting hours does not exceed the total reporting hours outlined above. The City will be responsible for creating all other reports.</p>
GIS	Setup and configuration of Accela GIS for City to City's ESRI ArcGIS.
Accela Mobile	Accela Mobile configuration.

Accela Citizen Access	Standard ACA Portal configuration.
Training	<p>TeamVIP's Training involvement encompasses:</p> <ul style="list-style-type: none"> • Core Team Training – up to two (2) days of training with fifteen (15) maximum attendees. Performed during the Plan stage. • Admin Usage – up to three and a half (3.5) days of training with ten (10) maximum attendees. • Accela Citizen Access Admin – up to one (1) day of training with ten (10) maximum attendees. • Train the Trainer – up to four (5) days of training, with seven (10) maximum attendees.
User Acceptance Testing (UAT)	Includes up to 6 weeks of User Acceptance Testing support. Client User Acceptance Testing is strictly limited to 4 weeks of executing test cases. No new test cases will be supported beyond what is tested within this 4 week window. The final 2 weeks of UAT will be used to address remaining open defects and only re-testing of existing test cases are supported.
Go Live Support	Go-live weekend and Post Go-live support for 4 weeks, with 2 dedicated resources the first two weeks and 1 dedicated resource the final 2 weeks.

Table 3: Scope Description

6 Scope Detail

The following section describes the specific work items that will be executed to meet the business objectives and requirements of the City based upon the Project Scope defined above in Section 7.

6.1 Plan

6.1.1 Project Management Services

This task covers up to eighteen (18) months of project management support at 75% utilization, i.e. up to 2,268 hours; and up to 10 hours per month of project oversight/engagement management, or up to 180 hours for the eighteen (18) month implementation. Project management support includes TeamVIP deliverable submissions, specified project meetings, and monthly schedule and status reporting. In addition, TeamVIP will provide

TeamVIP Responsibilities:

- Plan, schedule, coordinate and track the implementation with City.
- Ensure that the project team stays focused and adheres to the agreed upon and approved project schedule.
- Identify and mitigate issues and risks and escalate as needed in a timely manner.
- Collaborate closely with City Project Manager.
- Enforce project governance and structure in regards to change control, communication and escalation management.
- Maintain project workspace and create weekly status reports.

City Responsibilities:

- Plan, schedule, coordinate and track the implementation with TeamVIP and across departments within the City.
- Ensure that the project team stays focused and adheres to the agreed upon and approved project schedule.
- Identify and mitigate issues and risks, and escalate as needed in a timely manner.
- Collaborate closely with TeamVIP Project Manager.
- Enforce project governance and structure in regards to change control, communication and escalation management.
- Establish project priorities.

6.1.2 Project Initiation

Ensure that the project begins in an organized, structured manner. Includes project planning activities and the initial on-site meeting conducted between the City and TeamVIP.

In conjunction with the City representatives, TeamVIP will perform the following tasks:

- Finalize staffing for the project teams.
- Setup Project Repository (E.g. Jira) for Collaboration, Documentation and Communication.

- Creation support of User Stories against product requirements to determine the Product Backlog
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide standard Project Status Report Template format.
- Finalize an integrated baseline Project Plan that includes resource allocation for all tasks (in cooperation with the City Project Manager).

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

- Project Kickoff Presentation
- Jira Initial Project Configuration
- Confluence Initial Project Repository Configuration
- Project Status Report Template
- Baseline Project Plan
- Core Team Training (includes Agile training and initial Jira/Confluence training as needed), two (2) days, up to fifteen (15) attendees.
- Initial Product Backlog

TeamVIP Responsibilities:

- Coordinate project planning activities.
- Communicate the Implementation Methodology that will be used to deliver Services.
- Assist the City in the creation of User Stories and Backlog items in Repository.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate City resources.

City Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project as per the agreed upon project schedule
- Provide meeting facilities for Project Kickoff and other onsite/remote activities
- Support in Project Kickoff Meeting presentation development
- Include Project Sponsor(s) in Project Kickoff Meeting
- Assist in the creation of User Stories and Product Backlog items in Repository
- Provide suitable City facilities to accommodate training
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training and have internet access for training
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training

Acceptance Criteria:

- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Completion of the Project Kickoff Meeting
- Completion of Core Team Training

Assumptions:

- To accurately track progress, the project schedule will be progressively elaborated at the end of each month. Prior to re-baselining the schedule, the TeamVIP Project Manager and the City Project Manager will meet at the end of each month to mutually agree upon and update the schedule with percent complete and ensure remaining scheduled tasks is accurately reflected in the project schedule.

6.1.3 System Setup

This task is defined as the setup of the client requested and purchased Accela Civic Platform Cloud environments. The responsible party that is delivering this is the Accela vendor who is responsible for installation and setup of the environments in the Accela cloud. Accela provides four environments by default which are Dev (Supp), Test, Staging, and Production as part of the Accela standard maintenance agreement. Additional non-production environments can be purchased by the City if desired. The following are the environments that have been purchased by the City:

- Dev (Supp)
- Test
- Staging
- Production

Specifically, TeamVIP will perform the following tasks within the support environment:

- Perform a system check to ensure the system is setup as required.
- Demonstrate that the Accela Civic Platform applications are operational. Note that not all environments are provided at the beginning of the project by Accela such as the Production environment which is not needed until later into the project. This is governed by the Accela Maintenance agreement purchased by the City.

TeamVIP Responsibilities:

- Consult with City resources and Accela to provide technical input and answer technical questions related to the requirements for Accela Civic Platform.
- Provide to the City the location in Accela Community to Accela Admin and User Guides.

City Responsibilities:

- Make available the appropriate users to validate system is setup and available, as requested by TeamVIP.

Acceptance Criteria:

- Confirmation of ability to log into and ability to navigate through the Accela Civic Platform software.

Assumptions:

- The City has qualified and knowledgeable staff to complete and validate the installation.
- The City completes the installation and setup of the interface adapter server for any required interfaces in scope.

- The City provides access to all ESRI ArcGIS servers Accela requires access to and updates the layer and configuration information in ESRI ArcGIS as needed to support the Accela project requirements.

6.1.4 Initial Product Backlog Refinement and Joint Application Development (JAD)

TeamVIP will work closely with designated City personnel through the project to perform product backlog refinement to meet the City requirements and lead JAD sessions. The results of this will be documented in Jira (and Confluence as needed).

In conjunction with the City representatives, TeamVIP will perform the following tasks:

- As appropriate, walk through Accela Civic Apps (best practice configurations) and use as basis for configuration in Accela Civic Platform.
- Review and understand existing business processes intended for development into Accela Civic Platform.
- Review and understand the existing, as-is business process.
- Assist the City in streamlining existing business processes for fit into Accela Civic Platform Accela Civic Apps as closely as possible.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each process.
- Review the collected document all required inspections and inspection result options for each type.
- Review and document web portal requirements for Accela Citizen Access including:
 - What Record Types may be applied for and possibly renewed and amended online.
 - Security and Public User Settings.
 - Inquiry/Research Requirements.
 - Usability, language and page flow.
- Accela GIS integration including:
 - Definition of base map service and layers.
 - Review any attribute mapping, proximity alert and dynamic theme requirements.
- Mobility/Field inspections requirements.

TeamVIP and City will work collaboratively to ensure that product backlog refinement sessions are scheduled with enough frequency to ensure that the best practice Agile methodology rule is met that roughly three sprints worth of product backlog is defined and captured ahead of the start of any given sprint except for during the last three sprints where the mutually agreed upon product backlog in scope for completion would be completed by last sprint. The City will be responsible for the product backlog prioritization with guidance from TeamVIP to provide the required order

of events per what is required by the configuration of the Accela Civic Platform as well as best practices guidance.

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

- User stories developed and captured in Jira via backlog refinement sessions and Joint Application Development (JAD) sessions.

TeamVIP Responsibilities:

- Support backlog refinement sessions with City staff in order to understand existing business processes.
- Support documenting user stories in the product backlog which define the business requirements and provide the information required for the development team to configure the system for the City.
- Conduct analysis sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.

City Responsibilities:

- Make available the appropriate key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements, as per the agreed upon project schedule.
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Completion of user stories in product backlog for all in-scope Record Types

Assumptions:

- User stories will be fully refined (requirements complete for each) with story points allocated for each user story before they are considered Ready to be allocated to the Sprint Backlog.
- Changes requested for any user story after the sprint for its development has started will be created as new user stories to be evaluated for a future sprint if it does not impact the overall project timeline and number of sprints in scope for this project.

6.2 Agile

6.2.1 Product Backlog Refinement and Joint Application Development (JAD)

Continual Product Backlog Refinement sessions as well as JAD sessions will occur collaboratively between TeamVIP and Land Management from sprint to sprint. This will include

the development activities described below and any other elements considered development activities that are not part of the parallel Build stage items.

6.2.2 System Configuration

TeamVIP will provide professional services to configure the Accela Civic Platform in accordance with requirements established and against the Accela Civic Applications configuration. Configuration that occurs as part of this task is highly focused on Out of the Box functionality of the Core Product. The Core Product configuration must be in place before other activities can occur such as Data Migration, Interface Development, Report Development, and Business Rules. This base configuration will serve as the Foundation of the final system with additional refinement completed as needed in future sprints.

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

- Completed configuration of Accela Civic Platform Solution that supports the mutually agreed upon Product Backlog user stories that will be delivered during the sprints in scope.

Below is a list of the record types in scope for this project based on scoping sessions performed by TeamVIP with the City.

Record Type Summary	Record Type Count Totals	Complexity		
		High	Medium	Low
Building	60	22	14	24
Planning and Zoning	41	13	10	18
Code Enforcement	9	2	0	7
Business Tax	20	2	5	13
Totals:	130	39	29	62

Building	
Record Types	Complexity
Accessory Structure - Commercial	High
Accessory Structure - Residential	High
Addition - Commercial	High
Addition - Residential	High
Commercial New	High
Residential New	High
Multi-Family	High
Commercial Site	Medium
Residential Concrete	Low
Commercial Concrete	Low
Remodel - Commercial	High
Remodel - Residential	High

Building	
Record Types	Complexity
Change of Use	Low
Demolition	Low
Electrical - Commercial	Medium
Electrical - Residential	Low
Dumpster Corral	Low
Fire Alarm System - Commercial	High
Fire Alarm System - Residential	High
Fire Main Underground Dedicated - Commercial	High
Fire Main Underground Dedicated - Residential	High
Fire Sprinkler - Commercial	High
Fire Sprinkler - Residential	High
Fire Suppression System (Not Sprinklers)	High
Change of Contractor	Low
Fire Equipment Hood	Low
Fuel Tanks	Medium
Gas - LP or Natural - Commercial	Medium
Gas - LP or Natural - Residential	Low
Generator	Medium
Marine - Commercial	High
Marine - Residential	Medium
Landclearing	Low
Mechanical - Commercial	Medium
Mechanical - Residential	Low
Mechanical Changeout (includes all online - 10)	Low
Mobile Homes	Medium
Trailer	Medium
Plumbing - Commercial	Medium
Plumbing - Residential	Low
Pool - Commercial	High
Pool - Residential	Low
Roof/Reroof - Commercial	Medium
Roof/Reroof - Residential	Low
Sign	Low
Tower Antennas (Cellular) - Add/Replace/Co-Locate	Medium
Walls/Fences - Commercial	Medium
Walls/Fences - Residential	Medium
Contractor Registration	Low
Installation Commercial - Door/Garage/Window/Shutters/Skylight/Pool Heater	High

Building	
Record Types	Complexity
Installation Residential - Door/Garage/Window/Shutters/Skylight/Pool Heater	High
Replacement Commercial - Door/Garage/Window/Water Heater/Shutters/Skylight/Repipe	High
Replacement Residential - Door/Garage/Window/Water Heater/Shutters/Skylight/Repipe	High
Connection - Sewer/Water	Low
ROW Use	Low
Permit Extensions	Low
Permit Renewals	Low
Permit Withdrawal/Refund Request	Low
Pin Registration	Low
Contact Amendment	Low

Planning and Zoning	
Record Types	Complexity
Verification/Determination - Address/Property/Zoning	Medium
Annexation	High
Comprehensive Plan Amendment	High
Developer Agreement	High
Concept Plan	High
Concept Plan Amendment	Medium
Development of Regional Impact (DRI)	High
Final Engineering and Construction Plans	Medium
Site Development	Medium
Appeal	Low
Final Plat Application	High
Vacation	High
Rezone Application	Low
Conditional Use Permit	High
Special Event Applications	
Special Exception	High
Preliminary Subdivision Plat	High
Minor Subdivision	High
Temporary Use Permit	Low
Variance Application	Medium
Certificate of Appropriateness (COA)	Low
Final Plans Application	Low

Planning and Zoning	
Record Types	Complexity
Maker's Market Application	
Pre Application	Medium
Archaeologist	Low
Administrative Variance	Medium
Lot Splits/Lot Line Adjustment	Medium
Certificate of Zoning Compliance	Low
Village	
Text Amendment	Medium
Address Change	Low
Street Name Change	Low
Intergovernmental	Medium
General Miscellaneous Petition	
Research	Low
Alcohol Beverage Review	Low
Legal Request	Low
Bond/Letter of Credit	Low
Interpretations	Low
Extension Request	Low
Withdrawal	Low
Contact Amendment	Low
Revision to Final Approved Plans	High
Replat Amendment	High
Appeal	Low

Code Enforcement	
Record Types	Complexity
Complaint	Low
Code Enforcement Case	High
Building Case	Low
Fire Case	Low
Solid Waste Case	Low
Register Abandoned Property	Low
Vacant House	High
Lien	Low
Board Up	Low

Business Tax	
Record Types	Complexity
ADULT DAY CARE	Medium
AMUSE-GOLF COURSE COURSE 9 HOLES	Medium
AMUSE-PYROTHECNICS (FIRE WORKS)	Medium
CHURCH	Low
CONTRACTOR - FENCE	Low
CONTRACTOR - TREE SERVICE	Low
INTERNET BUSINESS	Low
LAWN MAINTENANCE	Low
LIVING ACCOMMODATIONS (1-10 ROOMS)	Medium
MANUFACTURING 01-05 EMPLOYEES	Medium
MERCHANT ARMS	Low
MERCHANT FILLING STATION	Low
MERCHANT FIXED BUSINESS OVER 1000 SF	Low
MERCHANT GARAGE	Low
MERCHANT PRINTING & PUBLISHER ESTABLISH	Low
MERCHANT RESTAURANT	Low
MERCHANT VEHICLE DEALER	Low
MERCHANT 2ND HAND DEALER	Low
PRO SER ACCOUNTANT/AUDITOR	High
SERVICE ABSTRACT & TITLE CO.	High

TeamVIP Responsibilities:

- Configure the foundational components of the Accela Civic Platform as defined in the user stories.

City Responsibilities:

- Make available the appropriate City key users and content experts to participate in solution configuration of the system to learn about the system and facilitate in knowledge transfer, as per the agreed upon project schedule.
- Work with TeamVIP to verify that the system meets the foundational requirements documented in the user stories in Jira.
- Test and approve user stories in Jira during each and every sprint to validate the configuration.

Acceptance Criteria:

- Completed and approved user stories. Note that per the Agile methodology, Sprint Backlog that is defined collaboratively by the Scrum Team during Sprint Planning provides a set of user stories that are a goal for completion at the end of each sprint. Completion of all user stories is never a requirement as it is only a best guess goal during each sprint planning meeting (which often includes stretch goals) for each sprint as the Scrum team continues

to determine their Sprint Velocity (which is less known during the first several sprints as the Scrum team determines roughly how many story points they can deliver as a team per sprint).

Assumptions:

- The scope is based upon 130 record types, which were provided by the City with the complexity breakdown shown below. Any additional record types identified during the project will be managed as change requests under the mutually agreed upon change control process.
 - [39] number of High Complexity
 - [29] number of Medium Complexity
 - [62] number of Low Complexity
- The Accela Civic Platform is Commercial Off the Shelf (COTS), highly configurable platform. No custom development that would require modification of the Accela Civic Platform itself is included in the scope of this engagement, only the configuration of the features and functionality provided by the software vendor, Accela, Inc.
- Configuration development including unit testing and quality assurance testing will occur during the Sprints. Training, Interfaces and Data Conversion will be planned and executed outside of the Sprints/Agile Methodology.

6.2.3 Business Automation

During the Analysis System Configuration stage of the implementation project, TeamVIP will identify opportunities to supplement the Accela Civic Platform base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder to validate and automate business processes as well as Javascript code written to perform a number of different automations such as fee automation, record creation, renewals, batch jobs, GIS scripting, etc. These Business Rules will be included as part of each Sprint in the Agile Methodology. The Business Rules developed by TeamVIP can be used as models whereby City staff can develop and modify additional functionality as needed. VIP will deliver up to 1,307 hours of Business Rules and Expressions in the scope of this work. These hours include start to finish (backlog refinement, development, testing, deployment to non-production environments, etc.). The business rules will be managed in Jira as individual user stories just like other configuration items. The business rules hours usage status will be managed continually either by documenting hours in Jira or by using the documented story points in Jira (and a conversion of hours to story points) to provide full transparency to the hours spent for any given time to track hours spent and remaining during the course of the project.

EMSE and Expression Builder automations are defined as below:

- **EMSE (Event Manager Scripting Engine)** – used to script based on system activities, such as a before or after event, that allow the system to automate activities (**example:** do not allow an inspection to be scheduled prior to a specific workflow task, or, auto-calculate and invoice a fee upon application submittal)
- **Expression Builder** – used to script form based interactions that occur prior to triggering and event or master script activity (**example:** auto-population form based data fields based on user-selected values)

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

- Business automation (rules) requirements will be captured in our project management repository in user stories Jira (and/or Confluence as needed).
- Completed business rules in development or test environments per the requirements or agreed upon functionality.
- Up to 1,307 hours of EMSE or Expressions analysis and development.

TeamVIP Responsibilities:

- Work with City staff to identify potential uses of business automation according to best practices.
- Work with City staff to develop business automation requirements during backlog refinement.
- Aid the City in prioritizing which business rules will be developed by TeamVIP.
- Develop business rules based upon the requirements.
- Demonstrate functionality of business rules per requirements.

City Responsibilities:

- Allocate the time for qualified business and technical experts for the business rules requirements sessions that are critical to the project success, as per the agreed upon project schedule.
- Identify resources that will learn tools and approaches for ongoing maintenance.
- Prioritize desired functionality to determine which business rules City will develop.
- Verify the specifications meet the intended business requirement.
- Allocate the time for qualified personnel to test for acceptance.
- Request Change Order if additional business rules hours are requested.

Acceptance Criteria:

- Review and acceptance of specifications and requirements.
- Acceptable demonstration of functionality of business rules per requirements.

Assumptions:

- TeamVIP project manager and City project manager will work together to manage the scope of the business automation.

6.2.4 Electronic Document Review (EDR) Configuration

This task is comprised of the activities that will enable the submission, review and markup of documents to work effectively given the City's configuration. The EDR tool and method that will be implemented for the City will be the Digital Plan Room (DPR) from ePermitHub. There are several items that will be delivered as part of the DPR implementation.

6.2.4.1 Digital Plan Room Provisioning

During the cloud provisioning step, TeamVIP will review the Digital Plan Room cloud provisioning requirements with the City's technical team, including infrastructure and software

prerequisites. Once the prerequisites are confirmed to be in place in the City's DEV environment, the Digital Plan Room software components will be provisioned by the City and verified to be working properly. Documentation on the software setup architecture specific to the City will be provided to the City's technical team for reference.

TeamVIP Responsibilities:

- Providing timely and appropriate responses to City's requests for information.
- Consulting with City resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room
- TeamVIP will provision up to two [2] DPR cloud environments

City Responsibilities:

- Providing timely and appropriate responses to TeamVIP's requests for information
- Providing TeamVIP with Admin contact information to set up City's Admin account

Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on City's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] DPR cloud environments created

6.2.4.2 Digital Plan Room Configuration Analysis

This part of the effort is ultimately what is being completed in Section 6.2.1 for the Product Backlog Refinement but is described here in further detail for the DPR development. Configuration Analysis is comprised of the activities required to define the appropriate configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to reflect the City's plan review business processes. During this task TeamVIP, with input from the City, will identify any details as it pertains to plan submittal, review, and approval and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room disciplines configuration
- Determine required Approval Stamps

TeamVIP Responsibilities:

- Providing timely and appropriate responses to City's request for information
- Interviewing staff in order to understand existing business processes
- Conducting and supporting product backlog refinement to capture the required business processes to be automated within the system

City Responsibilities:

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

Acceptance Criteria:

- Completion of each product backlog refinement sessions and each JAD session throughout each Sprint and associated documented user stories.

6.2.4.3 Digital Plan Room Configuration

TeamVIP will configure the Digital Plan Room and make any modification to the Accela Civic Platform configuration in accordance with the requirements and determinations made and agreed upon in the approved DPR user stories.

The following high-level tasks will be performed as determined during product backlog refinement and JAD sessions and as documented within the user stories that result from this:

- Configure Accela Civic Platform standard choices for the Digital Plan Room
- Configure new Accela document types and associated business rules
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting
- Design, create and configure Approval Stamps

TeamVIP Responsibilities:

- Providing timely and appropriate responses to City's request for information
- Configuring the solution components as defined during the product backlog refinement and JAD sessions and resulting documented user stories

City Responsibilities:

- Providing timely and appropriate responses to TeamVIP's requests for information
- Making available the appropriate City key users and content experts to participate in creating the system in an effort to learn about the system (knowledge transfer)
- Working with TeamVIP to verify that the system meets the requirements captured during product backlog refinement and JAD sessions.

Acceptance Criteria:

- Completed approved EDR user stories provided to City.

6.2.5 Reports

Reports are defined as anything that can be printed from the system, including but not limited to, reports, analytical reports, forms, documents, notices, and letters that the City wishes to print as identified during configuration analysis. It is expected that, after the appropriate training on the database and the selected report writing tool is completed, City personnel will be able to handle additional and future report requirements.

Reports may be developed using the integral Accela Ad-hoc Report Writer included with Accela Civic Platform, Microsoft SQL Server Reporting Services (SSRS), Crystal Reports XI Server, or Microsoft Power BI at the City's discretion. If the City has purchased the Enhanced Reporting Database (ERD) with Power BI Premium optional licensing, the City can render reports within the Accela Civic Platform.

6.2.5.1 Report Backlog Refinement

TeamVIP will develop documents/letters/reports from those identified by the City as required for the new system. TeamVIP and City have agreed that TeamVIP will develop up to 1,782 hours of custom reports.

Reports are classified by level of effort complexity: high, medium, and low. TeamVIP and City have agreed on an initial estimate of the report complexity breakdown to develop the reports based on the breakdown below. However, the scope of the reporting effort is defined strictly by the total reporting hours. Therefore, it is possible during the project to re-visit and re-distribute the report breakdown and quantities along with their associated complexities as long as the reporting effort does not exceed the maximum 1,782 hours that are in scope. The report complexity breakdown is described below:

- [35] number of High Complexity
- [29] number of Medium Complexity
- [21] number of Low Complexity

Below is a list of the reports in scope for this project based on scoping sessions performed by TeamVIP with the City.

Report Summary	Report County Totals	Complexity		
		High	Medium	Low
Building	24	11	6	7
Planning and Zoning	25	17	7	1
Code Enforcement	34	7	15	12
Business Tax	2	0	1	1
Totals:	85	35	29	21

Building Reports	
Report	Complexity
Permit Card	Medium

Building Reports	
Report	Complexity
CO	Low
CC	Low
TCO	Low
Corrections Report	High
Expired Permit Letter	Low
Business Tax Receipt	Medium
Business Tax Receipt Renewal	Low
Contractor Registration	Low
Contractor Registration Renewal	Low
Inspection Report	High
Notice of Violation	High
PIN Registration Report	Medium
Invoice	High
Receipt	High
Delinquent	Medium
Final Notice	Medium
Record Summary Report	Medium
Batch Edit Listing (Reconciliation Report)	High
Finance Post the Batches	High
Building Activity Report	High
License Activity	High
Inspections by Fiscal Year	High
DCA/BCAID Quarterly Surcharge	High

Planning Reports	
Report	Complexity
Zoning Verification Letter	High
Order of Approval	High
Development Order	High
Staff Reports	High
SDR Review Report	High
Legal Ads	Medium
Checklist	High
Agenda	High
Property Owner Notification Letter	Medium
Quarterly Performance Measures	High
Monthly Report	Medium
Bond/LOC Report Status/Date	High
Memorandum	Medium

Planning Reports	
Report	Complexity
Rolling Agenda	High
Ordinance	High
Resolution	High
Mylar	High
Temporary Use Permit	Medium
Letter of Approval	Medium
Archaeologist Letter	Medium
Administrative Variance Letter	High
Certificate of Zoning Compliance	High
Notice of Address Change	Low
Interpretation Letter	High
Wellen Park - number of houses developed	High

Code Enforcement Reports	
Report	Complexity
Affidavit of Compliance	Medium
Affidavit of Mail/Posting	Low
Affidavit of Posting	Low
Affidavit of Violation	High
Agenda	High
Clerk Certification Letter	Low
Close Case	Low
Code Enforcement Hearing Date	Low
Lien	Low
Lien Recorded	Low
Manager to Contact Contractor	Low
Mandatory Hearing Foreclosure	Medium
Monthly Report (counts)	Medium
New Case – populate last	Low
Notice Administrative Review	High
Notice Code Hearing	High
Notice of Abandoned Property	Medium
Notice of Bill	Medium
Notice of Continuance	Medium
Notice of Imminent Danger	Medium
Notice of Hearings	High
Notice of Unsafe Building	Medium
Notice of Violation (Affidavit of Violation)	High
Notification to Contractor	Medium

Code Enforcement Reports	
Report	Complexity
Notification of Lien Sent	Medium
Order Assessing Admin Fine	High
Order for Dismissal	Medium
Order of Compliance	Medium
Order of Continuance	Medium
Order to Assist	Medium
Posted on Property	Low
Release of Lien	Low
Vacant House Registration	Low
Review Case for Payment	Medium

Business Tax Reports	
Report	Complexity
License	Medium
Renewal Notice	Low

Prior to the development of a report the City will approve report design requirements documented in the associated Jira user stories that will be created jointly by the City and TeamVIP. The refined and ready user stories will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on the user story requirements.

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

- Completed report design requirements documented in each of the associated Jira user stories for each report assigned to TeamVIP.

TeamVIP Responsibilities:

- Assist in determining level of effort for reports to assist with prioritization.
- Lead the backlog refinement analysis with the City to develop the report requirements in the user stories.

City Responsibilities:

- Make available the appropriate key users and content experts to participate in the report backlog refinement sessions
- Provide information and data in the formats specified by TeamVIP that will be needed for agreement on the user stories.

Acceptance Criteria:

- Review and approval of individual report user stories.

6.2.5.2 Report Development

TeamVIP will develop custom documents/letters/reports per the specifications developed and approved in each of the report user stories. Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval requires an analysis by TeamVIP to determine the level of effort required, and if a Change Order would be required to complete the work.

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

- Development of mutually agreed upon documents/letters/custom reports per the report user requirements.

TeamVIP Responsibilities:

- Develop reports per user story requirements.
- Assist in the validation of the reports in the development or test environment.

City Responsibilities:

- Make available the appropriate key users and content experts to participate in the report development and validation activities, as per the agreed upon project schedule.
- Request Change Order if changes to specifications are required or requested.
- Request Change Order if additional report hours are requested.

Acceptance Criteria:

- Confirmation of report accuracy (in the development or test environment) per report requirements by the City's key users and content experts.

6.3 Build

6.3.1 Data Conversion

Data conversion of historic/legacy data from City systems is a critical activity for the success of this project. Data Conversion will be analyzed and developed within the Agile sprint process itself. Therefore, data conversion will be executed as part of the Agile phase. TeamVIP will work with the City to understand the data sources, how they are used, where their data will be stored in Accela Civic Platform and the quality of that data. Upon completion of the high level data analysis, a determination for each data source will be made on the method that will be used to address the data conversion for each data source. This could range from mapping of historical/legacy data sources and using the Accela data conversion mapping tool to perform an Extract, Transform, and Load (ETL) conversion, leveraging Accela APIs for the conversion if the row count is within a certain range, to requesting manual entry for a database source if the row count is below a certain range.

As user stories are completed during each sprint, the data conversion Scrum team members (TeamVIP and City Scrum team members supporting data conversion) will continue to perform product backlog refinement to analyze the source fields from the legacy system and the Accela

target fields that are configured after each sprint. As these target fields in the record types are configured after each sprint, the data conversion team develops individual user stories to encompass the scope of mapping the source data fields to the target data fields for the record types that have been configured in the Accela Civic Platform as each sprint completes. TeamVIP works with the City to map source to target fields and provide the respective mapping documentation in the user stories to capture the work to be performed within each of the sprints. Data conversion runs are executed during the sprints and the results are reviewed and approved during the sprints themselves for those very specific and much smaller quantities of data conversion at a time. Therefore the testing and review of each user story is much smaller in scope since it only addresses a small set of data conversion mapping and data conversion run execution at a time. These user stories are tested and reviewed by both TeamVIP and City within the sprint timeframes just like any other user story. Therefore, product backlog refinement (mapping analysis) and data conversion is continually occurring during the entire project in smaller chunks. This approach provides far better results and reduces risk greatly given the data conversion is being review and tested continually in smaller chunks at a time and as soon as the configuration fields in each of the record type are completed (rather than waiting for a much larger chunk to be completed all at once). This provides the City with a continual view of the data conversion from start to finish and far more often. This leads to any data conversion concerns or issues being caught far earlier than the traditional waterfall approach to only performing X amount of cycles.

It is typical that the focus of the overall Scrum team is to configure as many record type fields as possible at the front of the project to complete those record type frameworks so that the data conversion team can perform and complete their data conversion mapping and execution runs as soon as possible. Given it typically takes a few sprints before record types fields are completed, there is typically a ramp up for data conversion during the first several sprints and then the data conversion efforts are continual and full-time. During the first several sprints, the legacy system is analyzed and worked into the design to support the mapping and runs that will be documented and performed. User stories are created to begin the framework for that effort.

TeamVIP will lead the conversion effort and specifically assist in the following areas: support data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the City will provide resources knowledgeable with the historical data to assist in the data mapping and data migration/conversion efforts. This includes City SMEs helping lead the mapping of their historical data to the target fields areas in Accela which is a collaborative effort. This also includes City SMEs directly assisting with testing and verification of each data conversion run.

TeamVIP will conduct product backlog refinement (analysis/mapping) and development for each legacy system that will be converted to Accela within the scope of this implementation. The required data mapping effort will be a collaborative effort between TeamVIP personnel with and the City. User stories defining the mapping will be approved by the City to be deemed “Ready” to enter the sprint to be executed in a data conversion run.

6.3.1.1 Data Conversion Product Backlog Refinement and Development

Upon receipt of City's Legacy data, TeamVIP and County will collaboratively create Data Conversion user stories containing the Mapping Document information detailing the data conversion process, mutually agreed upon requirements and mapping of City's historical data into Accela Civic Platform for each chunk of record type fields that will be executed in a data conversion run. This will be completed as each of the record type fields are completed from the preceding sprint(s).

TeamVIP will provide a program(s) and/or method to migrate appropriate historical data into the Accela Civic Platform. Depending on the migration method chosen, the City will provide the legacy data to TeamVIP so that the data can be loaded into a Staging environment to support the migration. A data conversion execution run will be executed typically into a Staging environment to supporting conversion and data manipulation as needed and then into an Accela Civic Platform environment chosen such as Development or Test environment to allow the City to validate the conversion. Upon receipt of the conversion from TeamVIP, the City DBA will load the data into a staging environment for validation.

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

- "Ready" user stories that define the Data Conversion Mapping for each chunk of data conversion to be performed
- "Approved" user stories representing the completion of migrated data into Accela Civic Platform development or test environment for each story.

TeamVIP Responsibilities:

- Work with the City to define and document historical data elements that are required for the conversion.
- Facilitate the data analysis and mapping process.
- Provide program(s) and methods to migrate historical data into the City's Staging and then test environments as needed.
- Validate the successful completion of the migration of historical data into the City's test environment.
- Complete the Data Conversion user stories collaboratively with the City.

City Responsibilities:

- Provide historical data in acceptable formats.
- Provide subject matter experts on the data source to provide direction and expertise to TeamVIP in order to identify key components or critical areas in the Legacy Data for the conversion.
- Provide subject matter experts on the historical configuration and perform the data mapping from source to target with the guidance of TeamVIP. The City will define both the source fields that will be converted to the target system and where and also define the source fields that will not be converted to the target system to ensure all historical fields have been analyzed and whether each will be converted or not.
- Review and approve the user story mappings (user story becomes "Ready" for sprinting) and review and approve the completed user story (data conversion run completion).
- Providing the legacy data source in an accepted format (MS SQL, Oracle, or MS Access).

- Assist in the execution of the data conversion program by providing the Legacy data in the mutually agreed upon format, ensure access to data, ensure access to Accela database and provide access to environments as needed.
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Civic Platform, as per the agreed upon project schedule.

Acceptance Criteria:

- Data Conversion user stories are completed and approved (historical data has been converted to Accela Civic Platform development or testing environment according to the approved mapping in the user story).

Assumptions:

- The City's Data Conversion team understands the source data structures and formats of extracts.
- Data Conversion will be planned and executed as part of the Sprints/Agile Methodology.
- The City will fully test each user story data conversion run released for testing in one of the City's Accela Civic Platform environments.
- The City's Data Conversion team understands the source data structures and formats of extracts.
- Data cleansing is the responsibility of the City. TeamVIP will not perform data cleansing on any dirty data (e.g. if the first name, middle name, and last name are all in one data field in the source database, it is the responsibility of the City to split these out into three (3) separate unique data fields if they want these to map to the first name, middle name, and last name fields in the Accela system database). The fundamental data fields in the Accela system (e.g. contact fields) cannot be modified. Custom fields can only be added as needed to support the business rules. Therefore the source database fields must either be mapped to an existing target fundamental data field in the Accela system or the City must clean the data to support the mapping process prior to the first data conversion load that has been scheduled per the program schedule.

6.3.2 Interfaces

For each interface, the TeamVIP technical lead will work together with City's technical lead and business leads to document functional and technical requirements of the interface in an Interface Specifications Document. Interfaces will be analyzed and developed outside of the Sprint/Agile framework as a separate track. Interface development begins upon written approval of the specifications. City responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, City will ensure that TeamVIP resources have access to a Development or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one) agreed upon version of the 3rd party system.

TeamVIP will conduct Analysis and Development for each system that will be interfaced with Accela within the scope of this implementation.

The below table lists and describes the interfaces in scope for this implementation. Choices for Interface Type and Frequency are listed below table.

System Name	Description (Include General Types Of Data Transferred)
Forte Payment Provider	Out of the box Forte payment provider installation. Does not include Forte equipment itself such as credit card swipers.
License Verification Site - Florida Department of Business and Professional Regulation (DBPR)	One-way interface real time interface to connect to state licensing system.
Laserfiche EDMS	Interface to third party Laserfiche Electronic Document Management System (EDMS). Data transferred includes Permit/project documentation and Plans. Document metadata to be transferred to Accela. Access Control List (ACL) information is also transferred to control permissions. Assumes Accela Document Services (ADS) will not be used and Laserfiche will be used to store documentation.
Naviline Financial System	One way batch from Accela to Naviline (Accounts Receivable only). If desired for this to only be deposits instead of Accounts Receivable, this cost would be the same to implement an interface for deposits only.
DocuSign	Interface to DocuSign. Interface to AdobeSign is also possible if that City prefers.
Quadient Certified Mail Service	Interface to Quadient company product to leverage certified mail service. Includes an Accela to Quadient interface to send report PDF files via Accela batch jobs to designated FTP server so that Quadient can consume and format certified letters for printing / sending. Also includes interface from Quadient to Accela to retrieve signature pages from Quadient and import into associated Accela records.
Legistar	One way from Accela to legistar to create new event with items.
Lucity	Two way interface to address only complaints that graduate to become an official enforcement case (all other complaints would be closed in Lucity without being imported into Accela). If a complaint in Lucity becomes an enforcement case, based on a fields and/or statuses the City chooses to identify this as becoming a case and Lucity exposing this through a Lucity API, this interface will identify complaints that require an enforcement case, pull the fields required from the Lucity case, and create the appropriate record types in Accela to support the Code Enforcement group to address each case. These will be limited to only complaints that relate to the scope of this project which include Building, Planning, and Business Tax department complaints. When the enforcement case is closed in Accela, this interface upon the next scheduled or manual run

	will set the status to the appropriate closed status in Lucity and add any information that is appropriate to the Lucity case. As with all other interfaces, development of this interfaces is dependent on if Lucity has an exposed API that would allow our interface to access and update this information. Any effort required to configure in Lucity (e.g. case field, record type number field, etc.) is not included in the scope of this interface.
Orange Lien	Interface to support Orange Lien to perform Lien searches for the City. Expose a query API based on parcel number or generate and ftp a delimited flat file. Data sent must be in Accela system to be in scope. Data sent must be attached to a parcel number to be in scope.
Permit Data – Sarasota County Appraiser’s Office	Interface supports monthly report provided to Sarasota County Property Appraiser's Office. A report will be developed to provide the data requested. Batch job script will be developed that runs the report and emails the report to the Sarasota County Property Appraiser's Office.
Wellen Park House Permits	Interface supports report provided to Wellen Park once every six months to report on number of new permits issued every six months. A report will be developed to provide the data requested. Batch job script will be developed that runs the report and emails the report to Wellen Park.
Selectron IVR	Services for IVR, SelecTXT & Atlas Insight are provided directly by Selectron and therefore are not included in the scope or estimate of this SOW. Details of this interface are provided in separate Selectron quote.

Table 4: Interface Table

Assumptions:

- The City’s Interface team understands the data sources formats, Web Service Description Languages (WSDLs), environments, any live systems that the City needs to provide for integration, etc.
- System Access - For real time integration, the City will provide a test environment with the appropriate level of access so TeamVIP can develop and test interfaces.
- Interfaces will be planned and executed outside of the Sprints/Agile Methodology. However, user stories in Jira can be used to help manage and capture requirements and overall development.
- Unless interface is a built-in Accela interface (already designed and coded into the product), necessary hardware, associated third-party software (OS, FTP, backup software, etc.), and infrastructure (including network) to support an Interface Web Adapter server must be provided by the City unless subscription interface offerings are purchased for all interfaces that provides a cloud environment for the Interface Web Adapter server. Maintenance responsibility for this must also be provided by the City.
- Lucity Interface
 - Lucity either calls Accela directly to post update to Accela or will be batch queried by external system

- All communication from Accela to 3rd party services will use Accela EMSE if limitations in security protocols or transmission messaging require a middleware hosting is not included in this estimate of hours
 - If a middleware web service is required then City will be responsible for hosting or procuring a 3rd party host
 - If middleware is required, it will be developed using .NET framework 4.8 or later depending on time
- 3rd party licensing is not expected to be required, but if required by Lucity or another vendor to allow for interface communication it is not included in this estimate
- Orange Lien Interface
 - Data sent must be in Accela system to be in scope.
 - Data sent must be attached to a parcel number to be in scope.

6.3.2.1 Interface Analysis and Development

City requirements for each interface will be discovered during analysis sessions that will be conducted as a part of this task. The findings will be captured in the Interface Specifications Document(s) for use by TeamVIP in development of the interface. The implementation of the interface is dependent on the assistance of the City's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system.

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

- Interface Specifications Document.
- Operational Interface in the Development or Test environment.

TeamVIP Responsibilities:

- Conduct Interface Analysis sessions.
- Work with City staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based upon the specifications.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

City Responsibilities:

- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success, as per the agreed upon project schedule.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process by providing detail and coordinating support around the 3rd party system.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.

- Updates to interface, post go-live, due to changes in 3rd party system or City business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications Document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

Acceptance Review Period:

- The City will have ten (10) business days to conduct initial review of the Interface Specifications Document. If no changes or comments are requested from the City within the ten (10) business days, the Interface Specifications Document will be deemed accepted. Upon delivery of initial feedback from the City, TeamVIP will complete the necessary changes and updates. The City will have ten (10) business days for its second and final review. If no changes or comments are requested from the City within ten (10) business days, the Interface Specifications Document will be deemed accepted. Upon completion of the second set of changes by TeamVIP, the Interface Specifications Document will be deemed accepted.
- The City will test as needed and approve each interface upon delivery of the interface.

6.4 Validate

6.4.1 User Acceptance Testing (UAT)

This task is comprised of the assistance TeamVIP will provide to allow the City to accept that the solution meets the requirements as documented in all the tasks. TeamVIP will assist the City in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Prior to entering UAT, TeamVIP will system test in the Jira XRay tool and vet the end to end solution in order to ensure it ready for City UAT. TeamVIP will address and rectify issues discovered during the UAT process as City staff executes testing activities. Testing during this phase includes all associated areas such as configuration, business rules, data conversion, interfaces, reports, etc.

This assumption before entering is that the City has tested the required system functionality during the sprints leading up to UAT. Therefore, this UAT period is typically essentially a formality to re-test the system as a whole prior to go-live. This period is also limited to existing functionality. Requests for changes and/or new functionality is not permitted once UAT begins without a change order unless mutually agreed upon.

UAT is performed to help identify any remaining possible defects in the system. TeamVIP will be responsible for addressing these defects with the City re-testing these defects to ensure they have been addressed. Defects will be mutually agreed to be classified into one of several priorities: Critical, Highest, High, Medium, and Low. Only defects that are considered Critical may possibly

impact or delay the go-live. It is imperative that it is understood that defects need to be classified accordingly as they could delay the project and lead to project extension change orders being required and an undesirable go-live date extension.

Defect priorities are identified as follows:

- **Critical** – No possible way that the system can go-live without this defect being addressed (go-live critical defect). No manual process workaround and no system workaround process possible. This priority categorization is extremely rare.
- **Highest** – Possible workaround for this defect although workaround is highly undesirable. This includes either a manual process workaround or via a workaround in the system. If no workaround is possible, client can live without this being addressed although it would be highly undesirable. Defect can be addressed by TeamVIP or the City as needed post go-live if not possible within the UAT timeframe.
- **High** – Possible workaround for this defect although workaround is undesirable. This includes either a manual process workaround or via a workaround in the system. If no workaround is possible, client can live without this being addressed although it would be highly undesirable. Defect can be addressed by TeamVIP or the City as needed post go-live if not possible within the UAT timeframe.
- **Medium** – A workaround for this defect is possible. This includes either a manual process workaround or via a workaround in the system. If no workaround is possible, client can live without this being addressed although it would be highly undesirable. Most defects generally fall within this category. Defect can be addressed by TeamVIP or the City as needed post go-live if not possible within the UAT timeframe.
- **Low** – Minor defect that can be addressed by TeamVIP or the City as needed post go-live if not possible within the UAT timeframe.

The Accela Civic Platform is a COTS product and is purchased as is with its existing functionality at the time of the functionality that exists when this contract is executed. TeamVIP will configure the product to meet the needs of the City as best as possible within the scope of the project. Any request to make the product perform in a way that is not out of the box and cannot be modified through configuration or feasibly with scripting is considered an enhancement to the product itself and is not in scope.

Defects that are determined to be software bugs by TeamVIP (defects that cannot be resolved through configuration or feasibly via scripting) most often will require Accela to address these directly and implement a software fix and release to address these software bugs. These releases generally take several months to be added to Accela's bug queue and for them to be addressed. If these software bugs can be addressed prior to the end of the overall UAT timeframe, then these will be addressed. Any software bugs that cannot be addressed (including testing) within the UAT timeframe will be added to the Post Production Defects List (further defined in the Post Go-Live Support section of this document).

The City will develop a test plan which TeamVIP will provide guidance on. TeamVIP will provide an defects log in Jira with a dashboard to track the progress of defect testing.

UAT will be executed up to a maximum time of 6 weeks total and will be broken up in two UAT stages:

1. **Test Script Execution UAT Stage** – The time allotted for the City to execute all of the test scripts identified. All test scripts must be executed within this timeframe. As defects are identified and entered, TeamVIP will address these defects in real-time and send back to the City for the City to re-test and approve. The maximum time for this UAT stage is up to 4 weeks total.
2. **Remaining Defect Resolution UAT Stage** – This time is allotted for TeamVIP to address the remaining defects that are in the issue log. No new test scripts are to be run during this time period unless mutually agreed upon. The only testing that is executed during this time frame is for the City to re-run the existing test scripts to test and approve the remaining open defects. The maximum time for this UAT stage is 2 weeks total.

If the UAT timeframes must be extended for any reason this would require a change order unless mutually agreed upon.

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

- Development of UAT Plan that details specifics around UAT such as:
 - Timeline
 - Location
 - Staff involved including roles
 - Entry and Exit Criteria
 - Issue Logging/Triage Criteria
- Resolution of issues resulting from City UAT.
- Fully tested system that is ready to move to production for go-live.

TeamVIP Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Coordinate with City to assist with UAT plan.
- Assist the City in up to 6 weeks of UAT effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of UAT activities.

City Responsibilities:

- Develop UAT plan with the assistance of TeamVIP.
- Make available the appropriate City key users and content experts to participate in UAT as defined and managed by City, as per the agreed upon project schedule.
- Develop the UAT scripts.
- Utilize the requirements and any use cases documented in the user stories as the basis for the acceptance of this task.

Acceptance Criteria:

- Completion of up to 6 weeks of UAT. This task will be deemed complete and accepted upon completion of the defined UAT period, criteria defined in the UAT plan (ie, UAT Exit Criteria) and this SOW and prior to completion of the Pre Go-Live Support task.

Assumptions:

- TeamVIP will facilitate UAT and will help resolve issues during execution period but will not execute tests on behalf of the City Users (that would defeat the purpose of UAT if TeamVIP performed the “User” Acceptance Testing).
- The City has tested the required system functionality during the sprints leading up to UAT.
- No new test scripts will be executed during the Remaining Defect Resolution UAT Stage unless mutually agreed upon.
- Testing by all Contractor and County users will be performed using the Contractor’s Jira XRay toolset.

6.4.2 Training**6.4.2.1 Administrative Training**

TeamVIP will provide training for City staff that focuses on the administration, maintenance, and augmentation of its Accela Civic Platform configuration. The goal is to educate City resources on all aspects of Accela Civic Platform to ensure self-sufficiency. This allows the City to best react to changing requirements and ongoing maintenance, which will enable the City to be reactive and significantly reduce system maintenance costs over time.

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

- **Core Team Training** – up to two (2) days of training with fifteen (15) maximum attendees. Performed during the Plan stage.
- **Admin Usage** – up to three and a half (3.5) days of training with ten (10) maximum attendees.
- **Accela Citizen Access Admin** – up to one (1) day of training with ten (10) maximum attendees.
- **Train the Trainer** – up to four (5) days of training, with seven (10) maximum attendees.
 - Also includes remote delivered EDR Train The Trainer sessions of one (1) two-hour session for Intake Specialists/Permit Technicians and one (1) four-hour session for Plan Reviewers/Managers

TeamVIP Responsibilities:

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

City Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable City facilities to accommodate various training classes.
- Ensure that users are proficient in using PC’s in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

- Ensure that users meet any custom pre-requisites defined for any of the courses.

Acceptance Criteria:

- Execution of listed training courses.

6.4.2.2 Train the Trainer

Delivery of a five (5) day “Train-the-Trainer” course. Best practices have proven that class sizes no larger than ten (10) participants are more successful with students who also meet the pre-requisites of the course. The TeamVIP Trainer will work with the City if a class size needs to be modified to ensure a successful instruction outcome.

End User Training should be coupled with the City delivering supplementary user training to its staff using the core Use Cases. The recommended supplementary training conducted by the City can utilize business experts from each area to train on all aspects of their configuration.

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

- TeamVIP on-site, instructor-led, five (5) day Train-the-Trainer course sessions delivered per the agreed-upon schedule.

TeamVIP Responsibilities:

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

City Responsibilities:

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

Acceptance Criteria:

- Execution of a five (5) day Train-the-Trainer course and verification that individuals have the information required to perform their train-the-trainer duties.

6.5 Deploy**6.5.1 Pre Go-Live Support**

In the weeks prior to moving to Production, TeamVIP will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment. A Go-Live

Plan will be developed to document and manage the specific details required to ensure a successful go-live.

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

- Go-Live Plan that includes:
 - Schedule
 - Tasks that will occur, in order, to successfully execute go-live
 - Communication Plan for go-live activities
 - Staff involvement including roles
- Deployment of final configuration to Production.
- Setup of Integration points in Production.
- Final Conversion run during cutover.
- Accela Civic Platform used in Production environment for City daily use.

TeamVIP Responsibilities:

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

City Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring, as per the agreed upon project schedule.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Provide feedback, input, and approval of the go-live plan.
- Make available the appropriate City key users and content experts to participate in go-live planning.
- System acceptance and City approval to Go-Live in Production

Acceptance Criteria:

- Deployment support prior to moving to Production.
- Production system is first used by the City for daily use. This task will be deemed accepted upon first use of Land Management by the City in Production.

6.5.2 Post Go-Live Support

TeamVIP will provide assistance to address issues and provide consultative advice immediately following the move to Production for daily use. TeamVIP will provide support for 4 weeks immediately following deployment (go-live), with 2 dedicated TeamVIP resources for the first two weeks and 1 dedicated resource for the final 2 weeks.

TeamVIP will work with the City to identify and address issues identified during this period using a Post Production Defect List in Jira. This list will be comprised of defects related to the defined tasks listed in this SOW. Examples of issues the City is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Civic Platform. Specifically, TeamVIP will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

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

- Completion of 4 weeks of post go-live support with 2 dedicated TeamVIP resources for the first two weeks and 1 dedicated resource for the final 2 weeks.

TeamVIP Responsibilities:

- Provide post-production support for TeamVIP developed configuration and components.
- Identification of issues for the Post Production Defect List in Jira.
- Resolving issues that may arise related to the tasks in this SOW.
- Transfer ongoing support of the client and to the Accela Customer Support to address any post Production defects that require remediation.

City Responsibilities:

- Provide technical and functional user support for post-production support and monitoring, as per the agreed upon project schedule.
- Develop and maintain a Post Production Defects List.
- Make available the appropriate City key users and content experts to participate in post go-live activities, as per the agreed upon project schedule.

Acceptance Criteria:

- Execution of 4 weeks of post-Production support.
- Official transfer to additional TeamVIP Maintenance & Operations (M&O) support and/or default Accela Customer Support under the Accela licensing maintenance agreement.
- Upon completion of 4 weeks of post-production support and transfer to Accela Customer Support, the project and all implementation services will be deemed complete.

7 Deliverables and Work Products

This project will consist of up to a maximum of 12 sprints that are 4 weeks in duration with 2 days in between each sprint to support sprint ceremony, sprint retrospective, and sprint planning activities. For each Sprint, the following Deliverables and Work Products will be produced.

7.1 Plan Activities

Multiple plan packages will be delivered as described below.

7.1.1 Plan – Base Package and Core Team Training

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Plan – Base Package	P.BP.D01	Develop and provide the <i>Project Kickoff Presentation</i> .	Plan Base Package and Core Team Training
	P.BP.D02	Develop and provide the <i>Jira Initial Project Configuration</i> .	
	P.BP.D03	Develop and provide the <i>Confluence Initial Project Repository Configuration</i> .	
	P.BP.D04	Develop and provide the <i>Project Status Report Template</i> .	
	P.BP.D05	Develop and provide the <i>Initial Draft Project Schedule</i> .	
	P.CTM	Develop and provide a Core Team Training (remote or on-site as agreed upon).	

7.1.2 Plan – Initial Product Backlog (Sprint 0)

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Plan – Initial Product Backlog	P.IPB	Develop and provide the initial product backlog with the City in Jira.	Initial Product Backlog

7.2 Agile Activities

A sprint package deliverable consisting of the items listed below that are stored within the project Jira and Confluence project will be delivered for each sprint that is delivered by the project team. Package includes Sprint activities as well as continual Product Backlog Refinement activities. The # sign below indicates the number of the Sprint that is being delivered (e.g. Sprint 1, Sprint 2, Sprint 3, etc.). The scope of this project will deliver 12 separate sprint packages as outlined below.

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Sprint Package	S#.D01	Refine the Product Backlog with the City Product Owner.	Sprint Package
	S#.D02	Develop and submit the Sprint Backlog ; which represents the specific Sprint product that the City will deliver for the specified Sprint.	
	S#.D03	Develop and submit Acceptance Criteria ; this contains the acceptance criteria for all the stories in this Sprint.	
	S#.D04	Develop a Product Increment Report that will include an itemized list of Epics, User Stories, Tasks, Defects or other Product Backlog Items (PBIs) that have been completed and accepted as done by the Product Owner.	
	S#.D05	Develop and submit the Sprint Test Plan Report ; this will contain the test results for the Sprint which will then feed into the Test Results Report deliverable.	
	S#.D06	Develop and submit the Sprint Status Report ; this contains the release burn-down chart and story scoreboard.	
	S#.D07	Organize and hold a Sprint Retrospective Meeting to reflect on lessons learned (Sprint Retrospective Presentation).	
	S#.D08	At the completion of Sprint, submit the Sprint Package .	

7.3 Build Activities

The deliverables for the Build Activities are included within Sprint Deliverables in the Agile Activities.

Note: Selectron IVR product and services are provided directly from Selectron and are not included within this SOW.

7.4 Validate Activities

7.4.1 User Acceptance Testing (UAT) Activities - Required Deliverables and Work Products

A UAT package release deliverable consisting of the items listed below that will be stored within the Jira and Confluence project repository will be delivered at the end of UAT.

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Release UAT Package	R.UAT.D01	Provide mutually agreed upon UAT defect resolution. Defect resolution will be captured in Jira.	Release User Acceptance Testing Package
	R.UAT.D02	Develop and submit the <i>User Acceptance Test Plan Report</i> ; this will contain the test results for the User Acceptance Testing as conducted by the City with support from TeamVIP.	
	R.UAT.D03	Organize and hold a <i>UAT Retrospective Meeting</i> to reflect on lessons learned (<i>UAT Retrospective</i>).	
	R.UAT.D04	At the completion of UAT submit the <i>UAT Package</i> .	

7.4.2 Training Activities - Required Deliverables and Work Products

Training deliverables consisting of the separate trainings listed below will be delivered.

7.4.2.1 Train The Trainer Training

A Train The Trainer training course will be delivered.

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Training	T.TTT	Develop and provide a Train The Trainer training (remote or on-site as agreed upon).	Train The Trainer Training

7.4.2.2 Admin Usage and Accela Citizen Access Admin Training

An Admin Usage and Accela Citizen Access admin training course will be delivered.

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Training	T.AU	Develop and provide a Civic Platform Admin Usage training (remote or on-site as agreed upon).	Admin Usage and Accela Citizen Access Admin Training
	T.ACAA	Develop and provide a Civic Platform Accela Citizen Access Admin training (remote or on-site as agreed upon).	

7.5 Deploy Activities

7.5.1 Pre Go-Live Activities - Required Deliverables and Work Products

A Pre Go-Live package deliverable consisting of the items listed below that will be stored within the Jira and Confluence project repository as well as delivered in the City Production system.

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Release Pre Go-Live Package	R.PREGL.D01	Develop <i>Go-Live Checklist</i> (which will likely contain both pre and post-go-live checklist items). The checklist will include all activities for both TeamVIP and City staff activities/tasks and any updates to the project schedule that are required to be completed for a successful go-live event for the release. This Checklist will account for an on-site, remote, or hybrid go-live.	Release Pre Go-Live Package
	R.PREGL.D02	Execute Go-Live Checklist up to the first use of the Production System (official go-live time) by the City.	

7.5.2 Post Go-Live Activities - Required Deliverables and Work Products

A Post Go-Live package deliverable consisting of the items listed below that will be stored within the Jira and Confluence project repository as well as delivered in the City Production system.

Description	Deliverable ID	Required Activities	Deliverable/Work Product
Release Post Go-Live Support Package	R.POSGL.D01	Execute Go-Live Checklist for items starting from after the official go-live date and time up to a duration of 30 calendar days.	Release Post Go-Live Package
	R.POSGL.D02	Provide updated Post Production Defects List in Jira and provide defect remediation and support in Production for up to 30 calendar days.	

8 Period Of Performance

The start and end dates below represent the known dates for execution of the scope and implementation services defined within this Statement of Work.

SOW Start Date: Estimated start date: June 15, 2023

SOW End Date: Estimated end date: December 15, 2024

8.1 Project Timeline

The term of this project (Core Implementation) is up to eighteen (18) months.

TeamVIP and the City will jointly commit to a start date when resources are confirmed. Any City requested delays after the start date is confirmed may require up to a forty-five (45) business day lead time for TeamVIP to resource the project again.

Upon initiation of these Services, the TeamVIP Project Manager will work with the City Project Manager to collaboratively define a baseline project schedule but can do so prior to this if mutually agreed upon. Given the fact that project schedules are working documents that change over the course of the project, the TeamVIP Project Manager will work closely with City Project Manager to update, monitor, agree, and communicate any modifications (progressively elaborate) within the Change Management process.

8.2 System Acceptance and Project Completion

System acceptance will take place during the Pre Go-Live support task and prior to moving Land Management to production. Once the acceptance criteria for Pre Go-Live Support task has been met, Land Management will be moved into production and the Post Go-Live Support task will be completed. Once the acceptance criteria for the Post Go-Live Support task have been met, the project and all implementation services will be deemed complete.

9 Payment Terms

Payment term information is provided below for implementation service fees and software licensing fees. All deliverables and licensing payments will be invoiced with payment due within thirty (30) days of invoice.

9.1 Implementation Services

Implementation services for Land Management are being delivered with a total Fixed Fee Price of \$2,699,544.00. The table below represents estimates by Deliverable Payment Milestone used in establishing the overall fixed-fee. The Fixed Fee Price for this engagement will be invoiced as per the Deliverable Payment Milestone in Table 5.

Deliverable ID	Payment Milestone	Payment Amount (Without Travel)
P.BP,P.CTM	Plan Base Package and Core Team Training	\$70,508.95
P.ITB	Initial Product Backlog	\$55,786.50
S1	Sprint 1 Package	\$189,046.66
S2	Sprint 2 Package	\$189,046.66
S3	Sprint 3 Package	\$189,046.66
S4	Sprint 4 Package	\$189,046.66
S5	Sprint 5 Package	\$189,046.66
S6	Sprint 6 Package	\$189,046.66
S7	Sprint 7 Package	\$189,046.66
S8	Sprint 8 Package	\$189,046.66
S9	Sprint 9 Package	\$189,046.66
S10	Sprint 10 Package	\$189,046.66
S11	Sprint 11 Package	\$189,046.66
S12	Sprint 12 Package	\$189,046.66
R.UAT	Release User Acceptance Testing Package	\$196,155.30
T.TTT	Train The Trainer Training	\$12,271.26
T.AU,T.ACAA	Admin Usage and Accela Citizen Access Admin Training	\$9,608.84
R.PREGL	Release Pre Go-Live Package	\$48,350.60
R.POSGL	Release Post Go-Live Package	\$38,302.60
Total Fixed Fee Price		\$2,699,544.00

Table 5: Deliverable Payment Milestone Table

Invoices will be sent to the City no later than 10 business days following the completion of each deliverable upon approval by the City.

The TeamVIP will have five (5) business days to conduct initial review of each Deliverable. If no changes or comments or mutually agreed extensions are received from the TeamVIP within the five (5) business days, the Deliverable is deemed accepted. Upon delivery of initial feedback from the TeamVIP, TeamVIP will complete the necessary changes and updates. The City will have two (2) business days for its second and final review. If no changes or comments or mutually agreed extensions are received from the City within two (2) business days, the Deliverable will be deemed accepted.

9.1.1 Travel

Travel costs are already inclusive of the cost/rate of the fixed cost Services fee for this project. Therefore, VIP would not be submitting separate travel invoicing for travel expenses as it is already accounted for.

9.1.1.1 Travel Assumptions

Below are travel assumptions that have been made based on the size and duration of this project. Assumptions have been made based on having specific resources applied to the project given their proximity to the City of North Port offices. The currently planned resources for the Engagement Manager and the Project Manager live within very close driving distance to the offices. The currently planned Senior Data Conversion Consultant lives within the State of Florida and is within driving distance (several hours) as well. The City is greatly benefiting with the cost reduction that results from these resources being in such close proximity to the City of North Port (as well as the ability to be on-site quickly with little notice). Utilizing these specific resources does depend on the project start date and is not guaranteed. VIP has complete flexibility as well to mix and match the travel assumptions below to meet the needs of the project. For example, if the project team (City and TeamVIP) mutually agree that other resources should be on-site at any point in time vs. any trips for any folks named below or there are more trips needed for one resource vs. another, VIP is flexible to provide the on-site presence needed for this project and make that happen.

Role	Estimated # of Trips
Engagement Manager	8
Project Manager	8
Functional Lead	10
Senior Data Conversion Consultant	3
Senior Trainer	2

9.2 Software Licensing

The below pricing for the SaaS licensing costs is based on assumptions discussed with the City. This includes the decision to use the Accela Cloud hosted solution as well as the Accela Enhanced Reporting Database (ERD). This also includes subscription pricing for the payment middleware integration. Licensing costs have been provided from Year 1 through Year 5. All costs assume using the General Services Administration (GSA) contract vehicle and are therefore governed by GSA schedule terms and conditions. Accela Policies and Software Licensing Agreements can be found here: <https://www.accela.com/terms/>.

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 SAAS					
1	SS21000MU305I-120	Multi-Solution - Accela Annual Accela Building, Planning and Business Licensing Accela Inc - SS21000MU305I	\$2,025.97	80	\$162,077.60
2	AS00DAC305I-120	Accela Enhanced Reporting Database Annual Accela Inc - AS00DAC305I	\$283.64	80	\$22,691.20
3		Gray Quarter Laserfiche Adapter Licensing (VIP GSA OM)	\$12,000.00	1	\$12,000.00
4		DocuSign / AdobeSign (Assuming up to 10,000 documents annually) (VIP GSA OM) Up to 10,000 documents annually \$12,870/yr Up to 30,000 documents annually \$16,500/yr Up to 50,000 documents annually \$19,800/yr	\$12,870.00	1	\$12,870.00
YEAR 1 SAAS SUBTOTAL:					\$209,638.80
YEAR 2 SAAS					
5	SS21000MU305R1-120	Multi-Solution - Accela Annual (1st Renewal Term) Accela Building, Planning and Business Licensing Accela Inc - SS21000MU305R1	\$2,127.27	80	\$170,181.60
6	AS00DAC305R1-120	Accela Enhanced Reporting Database Annual (1st Renewal Term) Accela Inc - AS00DAC305R1	\$297.82	80	\$23,825.60
7		DocuSign / AdobeSign (Assuming up to 10,000 documents annually) (VIP GSA OM) Up to 10,000 documents annually \$12,870/yr Up to 30,000 documents annually \$16,500/yr Up to 50,000 documents annually \$19,800/yr	\$12,870.00	1	\$12,870.00
YEAR 2 SAAS SUBTOTAL:					\$206,877.20
YEAR 3 SAAS					
8	SS21000MU305R2-120	Multi-Solution - Accela Annual (2nd Renewal Term) Accela Building, Planning and Business Licensing Accela Inc - SS21000MU305R2	\$2,233.63	80	\$178,690.40
9	AS00DAC305R2-120	Accela Enhanced Reporting Database Annual (2nd Renewal Term) Accela Inc - AS00DAC305R2	\$312.71	80	\$25,016.80
10		DocuSign / AdobeSign (Assuming up to 10,000 documents annually) (VIP GSA OM) Up to 10,000 documents annually \$12,870/yr Up to 30,000 documents annually	\$12,870.00	1	\$12,870.00

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		\$16,500/yr Up to 50,000 documents annually \$19,800/yr			
		YEAR 3 SAAS SUBTOTAL:			\$216,577.20
		YEAR 4 SAAS			
11	SS21000MU305R3-120	Multi-Solution - Accela Annual (3rd Renewal Term) Accela Inc - SS21000MU305R3	\$2,345.32	80	\$187,625.60
12	AS00DAC305R3-120	Accela Enhanced Reporting Database Annual (3rd Renewal Term) Accela Inc - AS00DAC305R3	\$328.34	80	\$26,267.20
13		DocuSign / AdobeSign (Assuming up to 10,000 documents annually) (VIP GSA OM) Up to 10,000 documents annually \$12,870/yr Up to 30,000 documents annually \$16,500/yr Up to 50,000 documents annually \$19,800/yr	\$12,870.00	1	\$12,870.00
		YEAR 4 SAAS SUBTOTAL:			\$226,762.80
		YEAR 5 SAAS			
14	SS21000MU305R4-120	Multi-Solution - Accela Annual (4th Renewal Term) Accela Building, Planning and Business Licensing Accela Inc - SS21000MU305R4	\$2,462.59	80	\$197,007.20
15	AS00DAC305R4-120	Accela Enhanced Reporting Database Annual (4th Renewal Term) Accela Inc - AS00DAC305R4	\$344.76	80	\$27,580.80
16		DocuSign / AdobeSign (Assuming up to 10,000 documents annually) (VIP GSA OM) Up to 10,000 documents annually \$12,870/yr Up to 30,000 documents annually \$16,500/yr Up to 50,000 documents annually \$19,800/yr	\$12,870.00	1	\$12,870.00
		YEAR 5 SAAS SUBTOTAL:			\$237,458.00
TOTAL:					\$1,097,314.00

The annual maintenance for the first year will be invoiced upon contact execution with payment for the first year of maintenance due within thirty (30) calendar days of invoice with the period of performance for the annual maintenance beginning upon the day of contract execution.

10 Change Requests

The estimated fees for this SOW are predicated on the timely completion of project milestones. If a change is identified that impacts project timeline, resources, or scope, the City Project Manager and TeamVIP Project Manager will invoke the Change Management/Change Control process. The process will determine the impact to project budget, project schedule, and project resourcing and a Change Order will be created for mutual review and approval. All Change Orders shall be signed by TeamVIP and the City prior to commencing any activities defined in the Change Order. Change Orders are used to document items such as, but not limited to, a change in approach, adjustments for delays resulted by the City, removal of scope, addition of scope, timeline delays, addition of resources per the request of the County, etc.

11 General Assumptions

General assumptions beyond assumptions and statements preceding this are listed below. Additional scope beyond this can be addressed per the change management process and associated change order.

- Assumes record types and complexity breakdown to be developed and deployed as detailed in Section 6.2.2 which are based on-site scoping sessions results that were already performed with the City by TeamVIP.
- Assumes reports and complexity breakdown to be developed and deployed as detailed in Section 6.2.5.1 which are based on-site scoping sessions results that were already performed with the City by TeamVIP. In addition to these reports, 170 out of the box ad-hoc reports that can be re-configured by City will also be provided for use in the Accela ad-hoc reporting tool.
- It is assumed there are a maximum of 1,307 hours of business automation and will be managed continually either by documenting hours in Jira or by using the documented story points in Jira (and a conversion of hours to story points). Additional scripting can be provided for additional cost per the change management process if requested.
- VIP assumes a maximum project timeline duration of eighteen (18) months from start to go-live (not including the support period). This equates to and assumes up to 12 Sprints that are four (4) week sprints including 2 additional days in between to hold Sprint Planning, Sprint Review, and Sprint Retrospective meetings. Additional sprints / timeline can be requested for additional cost per the change management process if desired.
- This SOW assumes a eighteen (18) month maximum implementation timeline.
- Assumes the interfaces listed in Section 6.3.2 will be delivered.
- Third party systems that TeamVIP is being requested to develop an interface for must have a full API or web service available to it that will support all of the City's requirements requests.

- The City will work with all of the third party vendors with the support of TeamVIP, including vendors that interfaces are being developed for (e.g. financial system, mail service, etc.), to ensure they provide TeamVIP what is necessary to develop and deploy the requested deliverables.
- Includes travel cost estimate of \$52,042 which can be negotiated beyond this as mutually agreed upon.
- TeamVIP can travel up to the estimated \$52,042.00 in travel costs. The City can request for additional travel beyond this amount using the change management process.
- This implementation approach currently assumes a single go-live given the short duration schedule. A phased implementation can be accomplished if desired and TeamVIP does these with many of our clients. VIP's Agile methodology provides the best approach for performing phased implementations. However, given a phased approach typically requires more funding and staffing for multiple go-live events, TeamVIP's pricing currently assumes a single go-live to start. TeamVIP can discuss phased implementation options that VIP is highly successful at per the change management process.
- VIP pricing assumes a maximum of three data conversions execution runs plus a final cutover data conversion for Production go-live. Assumes a conversion of all permit information. Historical permit/record types with no destination in new system, possibly default to "Historical" Permit type and converted as is. A full-time data conversion resource can be provided at additional cost to provide continual data conversion mappings and conversions for as many as can be accomplished within the project timeline activities before UAT begins.
- VIP pricing assumes six (6) weeks total for User Acceptance Testing period. This includes four (4) weeks of new client test script testing and two (2) final weeks of re-testing of existing test scripts. VIP's Agile methodology has built into the process client testing and knowledge transfer throughout the project. By the time of the start of UAT, testing is efficient given all of the user stories have already been tested and accepted before UAT starts.
- Assumes the City will be leveraging the Accela SaaS hosting for this solution.
- Assumes the City is purchasing the Accela Enhanced Reporting Database (ERD) SaaS subscription during the entire project timeline duration at a minimum to support report development and other development activities.
- Assumes the formal training provided will comprise of the training outlined in Section **Error! Reference source not found.** More training and additional types of training can be provided at any time if mutually agreed upon per the change management process.
- Assumes implementation using VIP's Jira and Confluence toolsets. TeamVIP will provide the configuration of Jira and Confluence for the City project.
- VIP's Agile Methodology will be used for this implementation.

- Assumes a ¾ time Project Manager / Scrum Master. Additional support can be provided optionally if desired.
- Assumes using XAPO (Transaction Address Parcel Owner) for GIS configuration, up to 5 attribute retrievals, up to 5 proximity alerts, and up to 5 dynamic themes.
- The City will designate a Project Manager to act as the principal POC for this effort.
- The City will designate a Product Owner to work directly with the development team as a single decision maker. This City resource should be dedicated to the Product Owner role for the duration of Development, Design and Implementation (DDI).
- TeamVIP will schedule a collaborative initial kickoff meeting between VIP and the City.
- The project will be conducted using VIP's standard agile methodology and four (4) week sprints unless mutually agreed upon to use shorter duration sprints.
- The City will support backlog refinement meetings periodically throughout the project to continue to refine the product backlog and approve the backlog for the future sprints.
- During the project's development cycle, TeamVIP's Project Manager (PM) and the City's Project Manager will meet on a frequent basis (typically weekly). Timing and agenda will be coordinated between the two (2) PMs.
- The assignment of appropriate Scrum Team members and subject matter experts (SMEs) from the City to the project team is essential for requirements validation and JAD sessions efforts. If suitable Scrum Team members and/or SMEs are not available for a particular JAD session, the session will be rescheduled at such time they are available to attend. Scrum Team members and subject matter experts (SMEs) will be designated by the City and have full authority to make decisions regarding requirements.
- The City will be responsible for developing and providing User Acceptance Test Cases/Scripts with assistance from TeamVIP. UAT test cases/scripts will be furnished to TeamVIP three weeks prior to scheduled UAT in Jira.
- The City will assign a UAT Test Manager at least two months prior to UAT start.
- The City will develop the UAT Plan and provide to TeamVIP for feedback at least one month prior to UAT start. The UAT Plan outlines resources and roles required to execute in scope test scenarios and will use the Acceptance Criteria defined in Jira and approved during the JAD sessions which will be used to determine when UAT is complete.
- Organizational Change Management is not in scope for this engagement.
- Staff Availability - TeamVIP will have access to City SME's and relevant City project stakeholders throughout the project lifecycle to get additional information and approvals that will enable completion of project.

- This SOW supersedes the original RFP response and will be incorporated into the contract agreement.
- The City will not unreasonably withhold acceptance if the City requests changes to a deliverable after the initial signoff of the specification. Should there be a disagreement at the project level as to the definition of unreasonable withhold of acceptance, it will be escalated to the executive steering committee and mutually agreed upon at the executive level.
- Excused Events - TeamVIP will not be responsible for any failure to meet deliverable dates, milestones or service levels and such failure shall not be subject to a claim of default or termination if such failure is the result of the acts or omissions of a party other than TeamVIP. Examples of such delays include, but are not limited to the following: unavailability of the on-premise City -provided development and test environments; delay in getting access to SMEs or City project staff members, delay in the City providing review or input in a timely manner so TeamVIP can execute the project per pre-defined milestones, delays with third party interface vendors to work with, etc. Any costs incurred due to such delays, including addition of resources to meet timelines, time extensions, etc., will be resolved through the change management process.
- This effort is based upon TeamVIP's estimates to complete the core implementation scope of work, as defined in the SOW, with a preliminary project schedule completion date in approximately eighteen (18) months. The effort and costs provided are limited to the Tasks/Deliverables outlined in the SOW, expected to be completed eighteen (18) months of the project start date plus the additional support period. If additional services are requested during the core implementation or following the completion of the core implementation and/or additional project time is required, the change management process will be used.
- The Fixed-Fee costs provided in this SOW is valid until April 30, 2023.
- The City will be responsible for purchasing third party tools as needed that are not included in the Licensing and Maintenance agreements (e.g. Crystal Reports, Adobe Acrobat DC, etc.).
- Upgrades for Accela Civic Platform Software are included in the Accela licensing and maintenance agreement with the City. However, the City is responsible for testing the upgrades on the City's Accela Civic Platform configuration in a non-production environment before Production is updated. Accela will upgrade the City's Staging non-production environment first before Accela automatically upgrades all of the other environments.
- While the core implementation is eighteen (18) months, there may be a need for the City to leverage TeamVIP for future enhancements or changes during the contract term. For the purpose of change orders associated with future enhancements, customizations, or services, TeamVIP will provide a fixed-price quote or Time & Material (T&M) arrangement based on the scope of each change request along with any associated travel.

- If the City is using the Accela Cloud to host the system, this only includes the hardware, software, infrastructure and maintenance outlined in the Accela licensing and maintenance agreements. Therefore, necessary hardware, associated third-party software (OS, FTP, backup software, etc.), and infrastructure including network for items such as the Interface Web Adapter server must be provided by the City. Maintenance responsibility for this must also be provided by the City (unless a cloud subscription service is provided for the interfaces) of which the City can choose to have this hosted in a separate cloud environment (e.g. Azure).

Gray Quarter Middleware Integration Subscription Agreement for Software/Service ("SaaS")

This Subscription Agreement for Software as a Service ("Agreement") is entered on upon first day of use of subscription ("Effective Date") between Gray Quarter Inc., a California corporation with its principal place of business at 8575 Morro Rd., Atascadero, CA 93422 ("Provider"), and the Party(ies) named in the subscription order form ("Customer"), individually referred to in this Agreement as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, Provider warrants that it is the owner and that it has the right to license the Payment Middleware Integration software ("software") which acts to interface with the Customer's network/system, named Accela Citizen Access, or "Accela", to serve as a middleware that adapts Accela Civic Platform communication to Laserfiche GqConnect and DocuSign; and

WHEREAS, Customer desires a license and Provider is willing to grant to Customer a license to the software and will provide hosting, via third-party, based upon the agreed to terms of this Agreement, for the interface between Customer's network/system, Accela Civic Platform, and Laserfiche / DocuSign.

Agreement

NOW, THEREFORE, in consideration of the benefits and obligations exchanged in this Agreement, the Parties agree as follows:

1. Definitions.

- a. Agreement means the terms and conditions of this Agreement, the Quote, and any other Provider document or agreement or policy that is made reference to and incorporated herein.
- b. Provider Technology means all Provider proprietary technology made available to Customer in providing the Hosted Service.
- c. Content means the information, documents, software, products and services, copies, modifications and derivatives of the foregoing (in whole or in part), and all related copyright, patent, trade secret and other proprietary rights, made available to Customer by Provider.
- d. Customer Data means any data, information, or material provided by Customer to the Hosted Service.
- e. Personally Identifiable Information, as used in information security and privacy laws, means any data, information, or material provided by Customer's clients (hereafter defined as Customer's consumers, patrons, or clients whether or not they use Hosted Service, collectively hereafter referred to "Customer's clients") to Customer that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
- f. Hosted Service means Provider's software being granted access to under this Agreement (as a middleware) and third-party or Customer hosting required for the interface between Accela and Payment Processor for the benefit of Customer. Provider may perform certain aspects of the Hosted Service, such as service administration and application management support, as well as other services from locations and through the use of subcontractors worldwide.

- g. Intellectual Property Rights means patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivatives thereof as well as other forms of protection of a similar nature.
- h. Support Level Agreement means the Provider's standard and policy with respect to providing Customer with uptime Hosted Service as well as response and resolution times to any issues or defects with Hosted Service which may be found on Provider's website at https://cdn.grayquarter.com/content/tos/GQ_SLA.pdf and may be amended from time to time in Provider's sole discretion without notice to Customer, of which, the most updated version is incorporated herein by reference.

2. License Grant and Restrictions. Provider hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Hosted Service, solely for its own internal business purposes, subject to the terms and conditions of this Agreement in addition to the extent of authorizations acquired by Customer as specified in the Quote.

Customer agrees not to: (a) license, sublicense, sell, resell, lease, rent, transfer, assign, distribute or otherwise make available to any third party the Hosted Service or Provider Technology; (b) copy, distribute, modify, or make derivative works based upon the Hosted Service; (c) reverse engineer, decompile, or attempt to obtain the source code or algorithms of any of the Hosted Service or Provider Technology; (d) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the Hosted Service; (e) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, or programs to or from the Hosted Service; (f) interfere with or disrupt the integrity or performance of the Hosted Service; (g) attempt to gain unauthorized access to the Hosted Service or its systems or networks; (h) make any attempt to circumvent the technological measures that control access to or use of the Hosted Services; or (i) use the Hosted Service in violation of applicable law.

Customer further agrees it will utilize the Hosted Service only for its internal business purposes and shall not act as a contracted service bureau or type of commercial application service provider that allows for third party access to the Hosted Service in exchange for a fee or profit or even on an unpaid basis.

3. Customer Responsibilities. Customer is responsible for all activity occurring under Customer's use of Hosted Service and will abide by all applicable laws, treaties, and regulations in connection with its use of the Hosted Service. Customer agrees to: (a) be responsible for the use of the Hosted Service in compliance with this Agreement by all to whom Customer has given access; (b) promptly notify Provider of any known or suspected unauthorized use of Hosted Service or any other breach of security of the Hosted Service; and (c) cooperate with Provider's investigation of outages, technical issues, security problems, unauthorized use of the Hosted Service, or any suspected breach of this Agreement, or any applicable law, court order, rule or regulation, (d) provide sufficient access to "Accela" and external services so that interfacing can occur.

4. Provider Responsibilities. Provider agrees to provide Customer with its Hosted Service during the term and per the terms and conditions of this Agreement. In its sole discretion, Provider may make changes to or update the Hosted Service (such as infrastructure, security, technical configurations, application features, etc.) to reflect changes in, among other things laws, regulations, rules, technology, industry practices, patterns of system use and availability, and security. Provider will make its best efforts to not materially reduce the level of performance, functionality, security, or availability of the Hosted Service during the applicable term under this Agreement. Provider shall take commercially reasonable steps, or cause such commercially reasonable steps to be taken, designed to prevent security breaches of the Hosted Service.

5. Availability and Support. Service administration and technical support for the Hosted Service shall be set forth in the Provider's Support Level Agreement.

6. Use of the Internet. Customer acknowledges and agrees that the internet, and communications over it, may not be absolutely secure and connecting to the internet provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. Data transmitted through the internet or stored on any equipment through which data is transmitted may not remain confidential and Provider does not make any representation or warranty regarding privacy, security, authenticity, or non-corruption or destruction of any such data. Use of the internet is at Customer's own risk.

7. Privacy Policy, Customer Data, and Personally Identifiable Information. Provider is concerned with the security of the data it will collect while providing Hosted Service to Customer and will utilize commercially reasonable protocols to prevent unauthorized access to that information. Such protocols include policies, procedures, employee training, physical access and technical essentials relating to data access controls. In addition, Provider uses standard security protocols to facilitate the exchange and the transmission of data. Provider does not process data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized.

In the event that data is (or is reasonably believed to have been) acquired by unauthorized person(s), Provider will use its best efforts and commercially reasonable procedures to determine the scope of the breach and to ensure or restore the integrity of the Hosted Service. In the event of a breach, if applicable law requires notification, Provider will notify Customer of the breach. Notice will be given promptly. Provider may delay notification if Provider or a law enforcement agency determines that the notification will impede a criminal investigation. In such a case, notification will not be provided unless and until Provider or the law enforcement agency determines that notification will not compromise the investigation.

Provider does not own any Customer Data or Personally Identifiable Information. Customer Data is Customer's proprietary and confidential information and will not be accessed, used, or disclosed by Provider except for the limited purpose of: (a) supporting Customer's use of the Hosted Service; (b) improve or enhance the Hosted Service; (c) monitor Customer's use of the Hosted Service; (d) enforcement of this Agreement; and (e) share with any of Provider's affiliates, third party service providers and subcontractors who need to know such information in order to provide the Hosted Service to Customer. Customer, has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the Customer Data. Provider makes no other warranty or representation regarding the security of Customer Data. Furthermore, except as to Provider's express obligations set forth in this Agreement, Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Customer Data by unauthorized persons.

Personally Identifiable Information is Customer's client's proprietary and confidential information. Although Provider is capable of accommodating the secure access, use, and processing of Personally Identifiable Information, no Personally Identifiable Information will be accessed, used, processed, or disclosed by Provider in supporting Customer's use of the Hosted Service. Customer, has the sole responsibility for the accuracy, legality, reliability, and protection and fortification and safety of Personally Identifiable Information of Customer's clients. Provider makes no other warranty or representation regarding the security of Personally Identifiable Information. Furthermore, except as to Provider's express obligations set forth in this Agreement, Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Personally Identifiable Information by unauthorized persons.

Provider reserves the right in its unfettered discretion to modify or change its Privacy Policy in order to adhere to standards and custom within the industry and as may be required by law. Any posting of an

updated Privacy Policy may be found on Provider's website at https://cdn.grayquarter.com/content/tos/GQ_Privacy_Policy.pdf. Any such updated Privacy Policy as posted may be amended from time to time in Provider's sole discretion without notice to Customer, of which, the most updated version is incorporated herein by reference.

8. Intellectual Property Ownership. Provider owns all right, title and interest, including all related Intellectual Property Rights, in and to the Provider Technology, Content, and the Hosted Service and all will remain the exclusive property of Provider and/or its licensors or third-party service providers. This Agreement is not a sale and does not convey any rights of ownership in the Provider Technology, Content, or Hosted Service. Customer acknowledges and agrees that any enhancements or modifications to the Hosted Service based upon Customer's requests, recommendations, or other feedback, are and will remain the exclusive property of Provider and/or its licensors or third-part service providers. This ownership is protected not only by the laws of the State of California but also by the laws United States and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of this Agreement, Customer agrees to use reasonable means to protect the Provider Technology, Content, and the Hosted Service from unauthorized use, reproduction, distribution, or publication. Provider reserves all rights not specifically granted in this Agreement. Provider reserves the right to improve or make changes in its offerings of the Provider Technology, Content, and the Hosted Service at any time.

9. Termination for Cause. Any breach of Customer's payment obligations or unauthorized use of the Hosted Service will be deemed a material breach of this Agreement. Provider may terminate this Agreement, Customer account, or Customer's use of the Hosted Service if Customer commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within thirty (30) days after written notice of such breach.

10. Representations and Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

Provider represents and warrants that: (a) it will provide the Hosted Service in a manner consistent with general industry standards and as noted in the Support Level Agreement; (b) the Hosted Service will perform substantially in accordance with the provided documentation to Customer, if any; (c) it will use best efforts to detect software viruses and other undesirable components and will promptly take all reasonable steps to remove or neutralize any such components; (d) it will use leading commercial encryption technology designed to encrypt Customer Data in its possession; and (e) to the best of Provider's knowledge, information, and belief, provision by Provider and use by Customer of the Hosted Service provided under this Agreement does not infringe upon any intellectual property right of any third party.

Customer represents and warrants that: (a) it shall be solely responsible with regard to the quality or completeness of any Customer Data; (b) it, at its own expense, shall be solely responsible for establishing, operating and maintaining Customer's connection to the internet in order to interface with the Hosted Service including but not limited to, procuring, configuring, operating and maintaining all computer hardware and software, communications equipment, databases, electronic systems, networks, and web browsers, and modems and access lines, necessary for such connection and interface; and (c) it will use reasonable best efforts to ensure compliance with the above restrictions, noted in paragraph 2, and all other paragraphs of this Agreement.

11. Mutual Indemnification. Customer will indemnify, defend and hold Provider, and each of Provider's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees, arising out of or in connection with: (a) a claim by a third party alleging that use of the Customer Data infringes the Intellectual Property

Rights of a third party, provided in any such case that Provider: (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim; and (iii) provides Customer all available information and assistance; and (b) a breach of security or unauthorized use of the Hosted Service which may or may not result in unauthorized third party access to Customer Data or Personally Identifiable Information.

Provider will indemnify, defend and hold Customer and Customer affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees, arising out of or in connection with: (a) a claim by a third party alleging that the Hosted Service directly infringes an Intellectual Property Right of a third party; provided that Customer: (i) promptly give written notice of the claim to Provider; (ii) give Provider sole control of the defense and settlement of the claim; and (iii) provide Provider all available information and assistance.

12. Disclaimer. THE REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT ARE PROVIDER'S COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. PROVIDER DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE HOSTED SERVICE OR THAT CUSTOMER DATA OR PERSONALLY IDENTIFIABLE INFORMATION WILL NOT BE DESTROYED, LOST, INTERCEPTED, OR ALTERED BY UNAUTHORIZED PERSONS. PROVIDER DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE HOSTED SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER DATA.

13. Limitation of Liability. EXCEPT FOR CLAIMS ARISING UNDER A PARTY'S OBLIGATIONS OF CONFIDENTIALITY OR INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER PARTY'S AGGREGATE LIABILITY WILL EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND ARISING FROM CUSTOMER'S USE OF THE HOSTED SERVICE. THIS LIMITATION OF LIABILITY INCLUDES ANY PARTY'S AFFILIATES AND ANY PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

14. Notice. Provider may give notice by means of an electronic mail to Customer's e-mail address on record with Provider. Any other notice to be given to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid and addressed (when intended for Customer) to Customer address provided when purchasing subscription or (when intended for Provider) to Gray Quarter, Inc., 8575 Morro Rd, Atascadero, CA 93422.

15. Force Majeure. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes, except financial, beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of the cause for failure to perform as long as the party who fails to perform gives the other party notice within thirty (30) calendar days after the event causing the failure. Despite anything to the contrary in this paragraph, if the cause of a party's failure to perform results from any act by that party, then that cause will not excuse the performance of the provisions of this Agreement by that party.

16. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld, but may be assigned without the other party's consent to: (a) a parent or subsidiary; (b) an acquirer of assets or equity or (c) a successor by merger. Any purported assignment in violation of this section will be void.

17. Subcontractors. Provider may from time to time in its sole discretion engage third parties to perform service administration and application management support of Hosted Service.

18. Governing Law and Jurisdiction and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

19. Invalidity and Severability. If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

20. Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and Provider as a result of this Agreement.

21. No Waiver. The failure of Provider to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Provider in writing.

22. Entire Agreement. This Agreement comprises the entire agreement between Customer and Provider and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Modification. This Agreement may be amended only by written consent of all parties to the Agreement, or at time of renewal when provided (30) days prior to current term end date.

24. Public Records Law. In accordance with Florida Statutes, Section 119.0701, Provider shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Provider's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Provider's possession or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

25. **Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

Both parties agree to the terms of the Agreement upon use of the service and continue until terminated.