<u>SECOND AMENDMENT TO AGREEMENT 21-072 BETWEEN
THE CITY OF CUPERTINO AND AVOCETTE TECHNOLOGIES INC., FOR
ACCELA CONSULTING SERVICES FOR BUSINESS LICENSE MODULE AND GENERAL
CONSULTING SUPPORT</u>

This Second Amendment to Agreement 21-072 between the City of Cupertino and Avocette Technologies, Inc., is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Avocette Technologies, Inc., a Corporation ("Contractor") whose address is 422 Sixth Street-2nd Floor, New Westminster, BC V3L3B2, and is made with reference to the following:

RECITALS:

A.   On July 1, 2021 Agreement 21-072 ("Agreement") was entered into by and between City and Contractor for Accela Consulting Services for Business License Module and general Consulting Support.

B.   On June 30, 2022, First Amendment ("Agreement") was entered into by and between City and Contractor for Accela Consulting Services for Consulting Support.

C.   The Agreement and First Amendment are collectively referred to as the "Agreement", unless otherwise indicated.

D.   City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. <u>SERVICES</u>
Paragraph 2 of the Agreement is modified to read as follows:
Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A. Contractor further agrees to carry out its work in compliance with the City's Shelter In Place and Social Distancing Requirements, attached here and incorporated as Exhibit A-A.

Exhibit A to the Agreement is modified and attached here and incorporated as Exhibit A1.

2. <u>TIME OF PERFORMANCE</u>
Paragraph 3.2 of the Agreement is modified to read as follows:
Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here Exhibit B.

Exhibit B to the Agreement is modified and attached here and incorporated as Exhibit B1.

3.<u>MAXIMUM COMPENSATION</u>
Paragraph 4.1 of the Agreement is modified to read as follows: City will pay Contractor for satisfactory performance of the Services an amount that will based on actual costs but that will be capped so as not to exceed $172,000.00 ("Contract Price"), based upon the scope of services in Exhibit A1 and the budget and rates included in Exhibit C, Compensation attached and

incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

Exhibit C of the Agreement is modified and attached here and incorporated as Exhibit C1.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By_*Bill Mitchell*_____

Title CTO_____

Date Jul 18, 2022_____

AVOCETTE TECHNOLOGIES INC.

By_*Iain Cavanagh*_____

Title VP, Public Sector Unit_____

Date Jul 18, 2022_____

APPROVED AS TO FORM

Christopher D. Jensen
_____

City Attorney

ATTEST:

Kristen Squarcia
_____

City Clerk

Date Jul 18, 2022_____

2

EXPENDITURE DISTRIBUTION

Item	Amount
Original Contract	$87,000
Amendment 1	0
Amendment 2	$85,000
Total	$172,000

City of Cupertino

ServicePlus++

Operational Support Services Contract for Accela Automation

Deliver to:
City of Cupertino
Attn: Nidhi Mathur
Phone: (408) 777-3377
E-mail: nidhim@cupertino.org

Response Contact:
Iain Cavanagh
Avocette Technologies Inc.
Phone: (604) 256-9070
E-mail: iain.cavanagh@avocette.com

Head Office:	2nd Floor – 422 Sixth Street, New Westminster, BC V3L 3B2
Phone:	(604) 395-6000
Fax:	(604) 395-6004
Toll Free:	1-866-285-8885

GST # 889977195-RT0001

Service + Vendor Services Agreement

Between **Avocette Technologies Inc.** (the
VENDOR)
at the following address:

City of Cupertino
(the CLIENT)
at the following address:

2nd Floor – 422 Sixth Street
New Westminster, BC
V3L 3B2
Phone: 604 395 6000
Phone Toll Free: 1 866 285 8885

Cupertino City Hall
10300 Torre Avenue
Cupertino CA 95014-3202
Phone: (408) 777-3377

CLIENT AND THE VENDOR AGREE TO THE TERMS OF THIS DOCUMENT AND IN THE SCHEDULE
OUTLINE BELOW.

SCHEDULE A – SERVICES:
ServicePLUS++ AS AND WHEN - Provide support and consulting services in support of the Client's Accela
Automation system,
    As Per Attached Schedule A.

Term:
From: **July 1, 2022**
To and including: **June 30, 2023**
Budget: **Not to exceed $45,000 (divided into two business areas)**
    1. **$25,000 – Ongoing Support**
    2. **$20,000 – Business License Support**

SCHEDULE B – PROJECTS:
Enforcement Implementation Statement of Work.
    As Per Attached Schedule B.

Term:
From: **July 1, 2022**
To and including: **June 30, 2023**
Budget: **Not to exceed $40,000**

Schedule "A" – "As and When"

ServicePlus++ level of Service selected: **AS AND WHEN**

Hourly Service Requests rate: $130/Hour

1 ServicePlus++™ AS AND WHEN Service

Avocette's ServicePlus++ AS AND WHEN service provides defined on-going support services aimed at maintaining a stable Accela environment.

ServicePlus++ AS AND WHEN Service Desk hours: 9:00 – 17:00 PST Monday to Friday exclusive of Statutory Holidays

1.1 Service Levels

The following service levels are included with ServicePlus++ AS AND WHEN service in order to achieve the level of support required for CLIENT's Accela environment.

Service levels are divided into five priority levels and are monitored and measured against the service level commitment as shown below. Avocette uses the following definitions to measure service levels:

- **Acknowledge Request** is an email from an Avocette representative that confirms that the request has been received and a ticket number has been assigned in our service request management system (defined in section 2.1);
- **Incident Resolution Time** is the time from when the incident is reported to the time a work around or temporary solution has been implemented to address the specific incident;
- **Incident Closure** is the time from when the incident was reported to the time to hand over for production deployment with a permanent correction for the incident. If the incident closure requires an Accela fix, the Incident Closure times will not apply and will require direct participation of Accela which Avocette will assist with.

Avoce++e

ServicePlus++ ™ AS AND WHEN service levels

Priority	Definition	Acknowledgment	Resolution Time	Closure
Priority 1	Service Disruption for **major** applications/systems and/or has **major** impact on business operations and/or impacts external customers Guideline – has significant business impact. Exclusive of CLIENT network or system issues not covered. Exclusive of external disaster or disruption.	< 1 Hour Phone call Acknowledgement is required	< 4 Hours Phone call to Accela Customer Support Center every 60 minutes with updates (if required)	< 3 Business days
Priority 2	**Partial** service disruption for major application/system and/or service disruption for minor system and/or has **moderate** impact on business operations Guideline – affects business operation for at least one department.	< 2 Hour	< 4 Hours	< 5 Business days
Priority 3	**Minor** service disruption impacting 1-2 users significantly and/or has **minimal** impact on business operations. Does not affect service delivery to external clients. Service Request may be raised for incident remediation and resolution (refer section 2.1 for Service Request process).	< 1 Business day		
Priority 4	**Minor** Service disruption with **insignificant** or **no impact** on business operations Workaround available Guideline – Affects < 5people Service Request may be raised for incident remediation and resolution (refer section 2.1 for Service Request process).	< 1 Business day		

Priority	Definition	Acknowledgment	Resolution Time	Closure
Priority 5	Causes **no** service disruption with **no** impact on business operations and does impact service deliver to clients. Additional work needed to perform some functions. Service Request may be raised for incident remediation and resolution (refer section 2.1 for Service Request process).	< 5 Business days		

Priority 3, 4 and 5 Service Levels are dependant on Avocette resource availability.

The following are required in order for Avocette to meet the above service levels:

CLIENT will provide all required subscription, software and/or hardware licenses required to support the application.

The support team will not be on-site at CLIENT's location and Avocette's support team will be able to access the CLIENT network remotely using an SSTP VPN connection to access the necessary application environments.

1.2 Service Level Reporting (optional for As and When)

Service level reporting is a key means of communication between CLIENT and Avocette. It is a forum to discuss the performance with respect to service levels, the accomplishments and challenges, and to have open honest dialog about the service delivery and relationship. It also allows potential risks to be discussed and addressed proactively. Service level reporting is provided through the Avocette service manager and as agreed to by the CLIENT. Service level meetings are recommended to review the report and to have dialog around the service delivery and support relationship.

1.2.1 Service Level Meetings

The following service level meetings are optional under AS AND WHEN service but Avocette recommends that they be conducted:

- Weekly Prioritization meeting to review and rank **incidents** in priority.

- Monthly Planning meeting to assess **service request** planning, status, priority and actions.

- Annual Service Delivery review meeting to review the previous year and determine what adjustments are required for the next year.

Attendees will include at least:

- Avocette Service Delivery Manager
- CLIENT Contract Manager

Note: Actual time spent conducting and documenting service level meetings will be charged at the contract rate.

Note: Avocette Weekly, Monthly, Quarterly and Annual meetings will occur via conference call unless otherwise requested.

1.2.2 Service Level Report

The service level report is prepared weekly and monthly and will include the following information:

An itemized list of all active requests/incidents annotated by Avocette ticket number in the current month and previous month.

Hourly usage for each ticket in the current month, the previous month and overall.

The status of each ticket as of the end of the period as well as any information that will assist both CLIENT and VENDOR in resolving the ticket.

Service Delivery

Service delivery is oriented around two specific processes:

1) Incident Management

   a. The handling of Break Fix situations. In CLIENT terminology this is the 'support' type of requests that involve software fixes.

   b. In the event of a Priority 1 or 2 incident, Avocette resources will be required to attend the Incident Report Meeting that will be scheduled by CLIENT within 48 hours of the incident.

2) Service Request Management

   a. The handling of any request that is not expected to result in a software fix. This includes Maintenance, Enhancement and Operational (non-software related) requests. See section 5 for a list of optional services available.

The following sections will outline all the elements involved in Service Delivery and also walk through the expected workflow for both Incident Management and Request Management.

1.3 Service Request Management

Avocette uses a Service Management system to record and track all incidents and service requests under this contract. Once submitted, service request management application is used to support incidents and requests, assign tasks to internal team members and track time spent on specific requests. The features offered are:

- Application Change Management by logging and tracking requests, bugs, and enhancements by application and client

- Automatic email notifications within Avocette Systems for: new incidents; closed incidents; Escalations; Priority changes; Remediation, Resolution or Recovery; and Task Assignments

- Cross-referencing of incident reports

- Time recording for activities and reporting on effort

- Root Cause capture

- Control of user access to ensure security and privacy

The service request management application is configured for each client and can be modified to accommodate business related requirements for reporting. CLIENT will be defined along with the details necessary to provide the reporting and incident management required to meet CLIENT Service Level reporting needs.

1.4 Incident Management

The incident management process occurs when CLIENT has a request to fix a production problem with your Accela environment.

The goal of incident management is to:

- Maintain service level objectives; and

- Return to the normal service level as soon as possible with the smallest impact on the business and user.

The process is triggered when the authorized CLIENT individual or group makes the request through:

- Entry into the Cherwell Service Request Management System

- E-mail to Avocette (for non-emergency items only)

- Phone call to Avocette (for emergency and high priority issues, phone is mandatory)

1.4.1 Incident Management Process

The following describes how Avocette will respond to an incident request. This process can be reviewed and adjusted if necessary to meet CLIENT's specific needs. As noted previously, some incident may require an Accela fix and in those cases Avocette will support the reporting and communication with Accela.
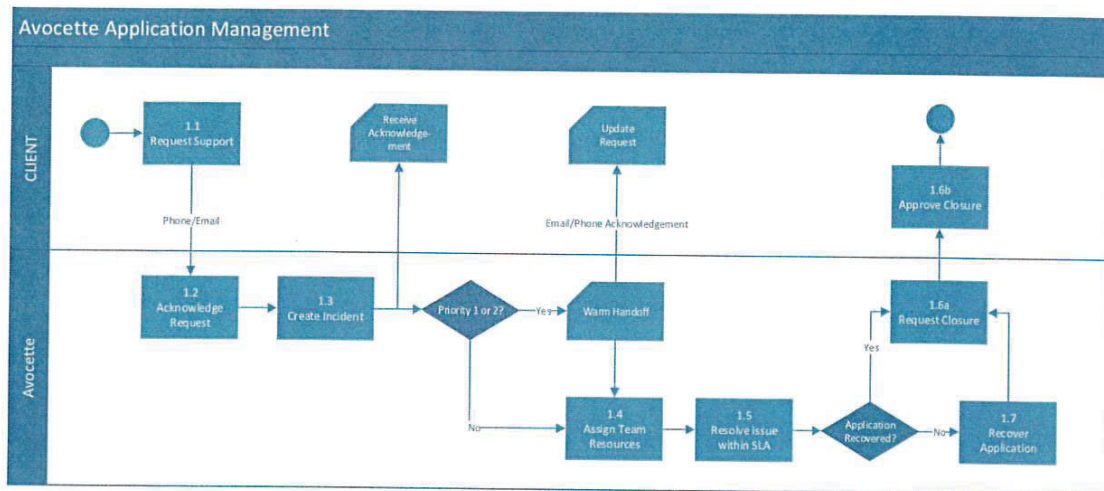
Figure 1: Procedure for Incident Management.

Task #	Task	Actor(s)
1.1	The CLIENT point-of-contact or Customer Service Center contacts the Avocette Service Desk via toll-free telephone number or email address.	CLIENT application point-of-contact
1.2	All contacts are acknowledged upon receipt. Acknowledgement can be through email or by phone. In the event an incident is submitted which in the judgement of the service desk should be a level 1 or 2 incident the service desk will acknowledge by phone and recommend an upgrade of the incident priority.	Avocette Service Desk
1.3	Avocette Service Desk creates a ticket for the request, assigning the request to Avocette's primary support person and Service Delivery Manager. Automatic email notifications are generated and sent to the Avocette Service Manager.	Avocette Service Desk
1.4	If the request is a priority 1 or 2, the Avocette Service Desk speaks to the support resource and Service Delivery Manager directly to ensure the request is received in a timely manner (i.e., warm handover). CLIENT and Avocette's managers are informed of priority 1 and priority 2 requests. The Service Delivery Manager liaises with the primary resource to coordinate a solution, and may approach service manager to assign additional support team resources to recover and resolve the issue.	Avocette Support Team
1.5	The support team works to recover the issue within the service levels. This may involve working directly with CLIENT staff to provide access to data, database logs, performance data, etc., in order to resolve the incident. The support team promotes the fix to the CLIENT environment and completes the necessary requests to migrate to production.	Avocette Support Team
1.6a	If resolution of the issue provides recovery of the application, the Service Delivery Manager will seek approval from CLIENT to close the request.	CLIENT point-of-contact

Task #	Task	Actor(s)
1.7	If resolution of the issue does not also provide recovery of the application, the support team will work to complete the long-term solution to the issue.	Avocette Application Support Team
1.6b	Avocette obtains approval from the CLIENT point-of-contact to close the request. The incident is only considered closed once it is successfully deployed to production and verified as being resolved by the CLIENT point-of-contact.	CLIENT point-of-contact

1.5 Request Management

Avocette's request management services support the management of service requests. This includes requests for maintenance, enhancements or other operational (non-software) requests. The goal of Request Management is to keep track of all requests, allow prioritization of the requests, track time spent, and report on the status of each request. Service request may be raised to address all Priority 3, 4 and 5 incident remediation and resolutions.

1.5.1 Request Management Process

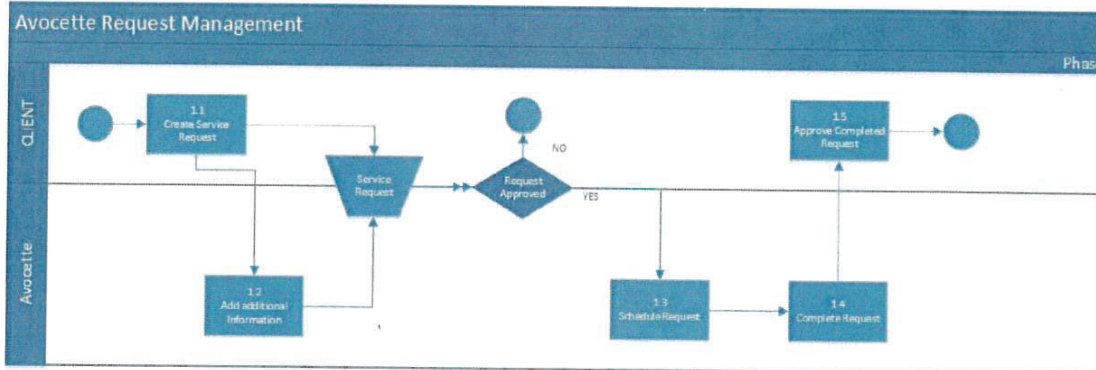The following describes how Avocette will respond to a service request.

Figure 2: Procedure for Maintenance, Enhancement and Operational Requests

Task #	Task	Actor(s)
1.1	The CLIENT point-of-contact creates the initial service request by documenting the specific request and sending this to the Avocette's Service Desk by sending an email. A template is used to document the Service Request. This will be logged if not already initiated as a service request and assigned to the service delivery manager to assess.	CLIENT application point-of-contact
1.2	The Service Delivery Manager will coordinate the team to assess the Service Request, complete the request with impacts and estimates, and return the	Avocette Support Team

Task #	Task	Actor(s)
	service request to CLIENT for approval. The development of the service request may involve collaboration between CLIENT and Avocette to ensure the requirements are understood and impacts accurately accounted for.	
	CLIENT will review and approve the Service Request.	CLIENT
1.3	The service delivery manager will then schedule the work to be completed based on the agreed timeline expectations in the service request.	Avocette Support Team
1.4	The service request is executed and the deliverables provided to CLIENT.	Avocette Support Team
1.5	CLIENT will review the deliverables and complete any necessary user acceptance testing before giving the approval to proceed to production or accept the deliverable.	CLIENT

Service Requests must be approved and signed by the CLIENT Contract Manager and Avocette's Client Manager before any work proceeds.

1.6 Approach to Maintain Service Levels

Avocette will assign qualified and cross trained resources to the support of the Supported Application Components. The support team will include a primary and backup resource fully trained in the application as well as the support procedures necessary to adhere to CLIENT standards. The Service Delivery Manager will ensure that the backup resource is ready in the event that the primary resource is unavailable for any reason. The primary goal is to ensure that service levels are maintained regardless of the individual schedules of the support team.

In addition, the Avocette Service Desk is provided with primary and backup resource contact information and will be kept informed when the primary resource is unavailable.

Cross training of the backup resources will be provided as part of initial transition to support and will occur annually thereafter as a refresher.

Avocette will maintain a repository for information, materials and details pertaining to support of the Supported Application Components (Knowledge Management). This will also include details on the specific CLIENT policies and procedures that will apply to this support service.

The Service Delivery Manager will ensure that there is adequate coverage during any absences or traditional vacation periods (Christmas Holidays) and will also communicate any upcoming absences to CLIENT during the service level report meetings.

In the event of a disaster in the Avocette Offices, CLIENT will be notified immediately, provided direct contact phone numbers for the support team, and support resources will work from home.

1.7 Facilities and Equipment Requirements

CLIENT is not required to provide any permanent desk or office space. However, Avocette may require access to a drop in station at CLIENT from time to time during onsite visits. Avocette resources will require remote access into the CLIENT environment using a secure VPN or similar connection.

Support Team

Avocette's support team is comprised of the following roles and provides on-going operation support for CLIENT's Accela environment as follows:

Role	Role Description
CLIENT Contract Manager/Point of Contact	The CLIENT will assign a CLIENT Contract Manager/Point of Contact to be the primary contact for the Avocette Service Delivery Manager. (Note that other roles may be assigned as required)The CLIENT Contract manager/Point of Contact will: 1. Facilitate communications between Avocette and the CLIENT to clarify incident/service request particulars (as needed) 2. Facilitate communications between Avocette and other CLIENT departments or technical areas in order to diagnose and resolve the request 3. Arrange for User Acceptance Testing as required 4. Provide priorities and guidance to the Avocette support team for outstanding issues 5. Complete resolution details in the support tracking system and closing the ticket 6. Attend monthly service level meetings 7. The following additional responsibilities are primarily related to Service Request Management: 8. Facilitate Authorization of work to proceed. 9. Manage communication with other application stakeholders on implementation or significant changes 10. Facilitate approval of requirements and functional specifications
Avocette Service Desk Support Analyst	Avocette's Service Desk is staffed with Service Desk Support Analysts who are responsible for receiving and acting upon incidents reported by ServicePlus++ clients. The Avocette Service Desk Support Analyst: 1. Responds to incidents from ServicePlus++ clients submitted by email or phone. 2. Provides basic user support as required such as password resets and other user support issues. 3. Based on the priority of the incident takes appropriate action to respond to the incident by performing a warm handoff.

	4. Provides regular updates for high priority incidents.
Avocette Account Manager	An Avocette Account Manager is assigned to each ServicePlus++ client and will be the person responsible for ensuring Avocette meets its commitments under this contract. The Client Account Manager is also responsible for approving service requests on behalf of Avocette. The Avocette Account Manager will: 1. Be responsible for Avocette's commitments under the contract. 2. Be available when necessary to meet with the client to address issues and concerns. 3. Approve Service Requests in a timely manner.
Service Delivery Manager	A Service Delivery Manager is assigned to each ServicePlus++ client and will be the primary contact for managing incident resolution and service requests. Avocette always assigns a backup Service Delivery Manager, typically the Subject Matter Expert, to each account so that service disruptions are avoided in the case of the primary service delivery manager not being available. The Service Delivery Manager will: 1. Be responsible for ensuring service levels are met for all reporting incidents and communicating status of incident resolution processes to stakeholders 2. Manage the delivery team and ensures support coverage is in place to meet or exceed all service levels 3. Ensure proper communication to CLIENT regarding release scope and expected delivery schedule and status during the implementation process 4. Provide estimates for Service Requests and work with the CLIENT Contract Manager to set priorities 5. Work with the CLIENT Contract Manager to develop release plans for Service Requests 6. Ensure all required authorizations have been provided prior to initiating work or conducting migrations 7. Be responsible for adjusting the release processes if necessary in order to improve quality, reliability, timeliness or overall customer satisfaction with the releases and documenting the revised processes 8. Ensure decisions, priorities and action items are properly documented and communicated to the team members

	9. Work with the CLIENT Contract Manager and the Avocette Support Team to prioritize incident resolution and closure
	10. Conduct regular team meetings involving release scope, scheduling and status
	11. Reports regularly to the Avocette Account Manager
Subject Matter Experts / Business Analyst	A primary and secondary Subject Matter Expert is assigned to each ServicePlus++ client and is responsible for providing analysis of and recommendations for resolving incidents and providing analysis and design for service requests.
	The Subject Matter Expert will:
	1. Be responsible for understanding the business needs in relation to the application
	2. Gather requirements for enhancements or service requests
	3. Document both "as is" and "to be" to enable technical team members to effectively configure the application
	4. Liaise with CLIENT staff to understand and document reporting requirements
	5. Work with CLIENT to understand business problems in relation to the application
	6. Works with the Avocette Service Delivery Manager to effectively timetable and deliver business analysis tasks as part of releases or service requests
Database Administrator	Avocette's core team also includes a Database Administrator. The Database Administrator is not assigned to the team but is available as and when needed.

Assigned resources may hold one or more roles described above.

Schedule "B" – "Projects"

Project Overview

The City of Cupertino is expanding their current Accela Civic Platform Implementation to include functionality which will include Code Enforcement.

Project Objectives

The purpose of this project will be to have the City of Cupertino Code Enforcement business Area handled through Accela

Methodology Overview

It is anticipated that the Code Enforcement Module Implementation project will follow a waterfall approach and will be completed in six stages. The data conversion stage will run concurrently to the Analysis and Documentation and Build and QA stages.

Scope

The following section describes the high-level scope for each stage of the project to meet the business objectives of City of Cupertino.

Stage	Scope
Project Initiation	Detailed planning and development of SOW and Project Plan, including approvals.
Analysis and Documentation	Requirements analysis and documentation of system configuration design.
Build and QA	Configuration, based on approved requirements and design and QA testing including test cases and remediation of defects.
Data Conversion	Data conversion from existing Code Enforcement system to Accela.
UAT and Remediation	UAT including test cases and remediation of defects
GO-Live	Implementation readiness and final go-live

Project Timeline

Project timeline will be further defined closer to project initiation.

Project Estimate

The Code Enforcement project will be implemented as fixed price based on a blended rate of $130/hour with specific deliverables and estimates defined closer to project initiation.

Deliverables

The following section describes the expected deliverables that will be executed to meet the business objectives and business requirements of the City of Cupertino. In support of the implementation effort as described above, Avocette will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

Deliverable #	Deliverable Name
1	Project Initiation
2	Analysis and Documentation
3	Build and QA
4	Data Conversion
5	UAT and Remediation
6	GO-Live

Project Management

Avocette's Project Manager will lead the project team to ensure all tasks are progressing according to the schedule. The Project Manager is empowered to make decisions on behalf of Avocette to best suit the needs of the City of Cupertino implementation and will work closely with the City of Cupertino Project Manager providing oversight to ensure synchronized execution of this agreement. Through the weekly status meetings, the Avocette Project Manager will coordinate with the City of Cupertino Project Manager to review and report on the following activities:

- Status Reporting
- Resource Management
- Executive Project Oversight (Avocette)

Deliverable 1: Project Initiation

The following key deliverable are completed and accepted in this stage:

Deliverable Name	Description
Project Initiation	Kick off the project and develop statement of work

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

- Statement of Work
- Project Plan – to be completed by Cupertino

Deliverable 2: Analysis and Documentation

The following key deliverable are completed and accepted in this stage:

Deliverable Name	Description
Analysis and Documents	Requirements analysis and documentation of system configuration design.

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

- Analysis data gathering activities including workshops and remote analysis sessions
- Analysis Documents

Acceptance Criteria:

- Completion of Analysis Sessions
- Delivery of Analysis documents resulting from analysis

Deliverable 3: Build and QA

Avocette will develop the solution in accordance with requirements established and documented in Deliverable 2: Analysis Sessions, Design and Documentation. Avocette will perform QA to ensure the implemented system aligns with the requirements outlined in Deliverable 2: Analysis Sessions, Design and Documentation.

Deliverable Name	Description
Build and QA	Build the solution and QA test of the system

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

- Completed Solution as detailed in the analysis documents
- QA Testing Results

Acceptance Criteria:

- Demonstration of the solution

- Approve the Solution is as detailed in the analysis documents
- Review and acceptance of QA Testing Results (verification that the test results are within acceptable tolerances)

Deliverable 4: Data Conversion

This deliverable is comprised of the development of data conversion scripts to import existing Code Enforcement data into Accela and the running of the scripts. The deliverable includes two test runs. A final PRODUCTION run will be completed during Deliverable 6: Go Live.

Deliverable Name	Description
Data Conversion	Data conversion from existing Code Enforcement system to Accela.

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

- Two test imports of data into SUPP environment
- Necessary remediation to prepare the data for PRODUCTION

Acceptance Criteria:

- Successful import of existing data into SUPP environment
- Sign off that the data conversion is complete and ready for PRODUCTION

Deliverable 5: User Acceptance Testing and Remediation

This deliverable is comprised of the assistance Avocette will provide to allow the City of Cupertino resources to accept that the solution meets the requirements as documented. Avocette will assist the City of Cupertino in the testing and validation of the solution and its readiness to be released for Production.

Deliverable Name	Description
User Acceptance Testing and Remediation	Provide UAT support for the City of Cupertino and remediate any issues found.

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

- Resolution of issues resulting from User Acceptance Testing
- Fully tested system that is ready to move to production

Acceptance Criteria:

- Completion of UAT
- Sign off that the solution is complete and ready for PRODUCTION

Deliverable 6: GO-Live and Support

Production Go-Live date is defined as the official date in which the solution moves from the test environment to production for daily City of Cupertino usage. This date will be agreed to by both Avocette and the City of Cupertino at project inception. In the weeks prior to moving to Production, Avocette will assist in final system validation, staff preparation assistance and training, and coordination of deployment.

Deliverable Name	Description
Go-Live and Support	Provide pre deployment and go-live support to facilitate the implementation of the solution

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

- Develop and deliver the Deployment Checklist
- Transfer of configuration data from Non-Prod to Production

Acceptance Criteria:

- Execution of deployment from Non-Prod to Production
- Production system is first used by the City of Cupertino for daily use

EXHIBIT D
Insurance Requirements
Design Professionals & Consultants Contracts

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

INSURANCE POLICIES AND MINIMUMS REQUIRED

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.

   a It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

   b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).

   c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.

2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **$1,000,000** per occurrence for bodily injury or disease. ⏊ *Not required. Consultant has provided written verification of no employees.*

4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. If written on a claims made form:

   a The Retroactive Date must be shown and must be before the Effective Date of the Contract.
   b. Insurance must be maintained for at least five (5) years after completion of the Services.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE — REVISED

PRODUCER	DATE (MM/DD/YY) 10/21/2021

PRODUCER
Serial # 119421
WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
2650 - 666 BURRARD STREET
VANCOUVER, BC V6C 2X8

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AVOCETTE TECHNOLOGIES INC.
2ND FLOOR - 422 SIXTH STREET
NEW WESTMINSTER, BC V3L 3B2

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CONTINENTAL CASUALTY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ X OCCUR INCLUDING CONTINGENT EMPLOYER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PROJECT ☐ LOC	MPR 2755219	09/30/21	09/30/22	EACH OCCURRENCE	$ 4,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$ 4,000,000
						PRODUCTS - COMP/OP AGG	$ 4,000,000
						NON-OWNED AUTOS	
A		**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	MPR 2755219 HIRED AUTOS $75,000	09/30/21	09/30/22	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATUTORY LIMITS ☐ OTHER	
						EL EACH ACCIDENT	$
						EL DISEASE - EA EMPLOYEE	$
						EL DISEASE - POLICY LIMIT	$
A		**OTHER** PROFESSIONAL LIABILITY	PLP 2878253	09/30/21	09/30/22	$2,000,000 EACH CLAIM AND AGGREGATE**	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALL LIMITS ARE IN CANADIAN DOLLARS.

THE CITY OF CUPERTINO, ITS CITY COUNCIL, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, SERVANTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED(S) AS RESPECTS TO COMMERCIAL GENERAL LIABILITY COVERAGE(S) WHEN REQUIRED BY WRITTEN CONTRACT, SUBJECT TO POLICY TERMS & CONDITIONS, AS PERTAINS TO THE OPERATIONS OF THE INSURED. SEE ATTACHMENTS FOR MORE DETAILS.

**SHARED LIMIT FOR TECHNOLOGY AND PROFESSIONAL LIABILITY, MEDIA LIABILITY, NETWORK SECURITY AND PRIVACY LIABILITY. NO COVERAGE FOR EXTORTION (INCLUDING RANSOMWARE)

CERTIFICATE HOLDER	CANCELLATION
THE CITY OF CUPERTINO 10300 TORRE AVE. CUPERTINO, CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY *Pardee* ACCOUNT MANAGER

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

WillisTowersWatson I.I''I''I.I

October 21, 2021

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

To Whom It May Concern:

Subject: Avocette Technologies Inc.

Willis Towers Watson is the insurance broker for Avocette Technologies Inc. (Avocette). This letter is to confirm that Avocette has Contingent Employers Liability insurance under their Commercial General Liability as evidenced on the attached certificate. In British Columbia, Canada, Primary Worker's Compensation insurance, including Employers Liability, is provided by the Provincial WorkSafe BC Program. The Contingent Employers Liability coverage will provide coverage for any employee who is ineligible for the WorkSafe BC coverage. Avocette does not have any US employees and, as such, is not required to purchase US Worker's Compensation insurance.

The Endorsement adding the City of Cupertino as Additional Insured and the Waiver of Subrogation under Avocette's 2021-2022 Commercial General Liability coverage are attached (see page 3 & 4).

Should you have any questions please do not hesitate to contact the undersigned.

Sincerely,

Hardie

Paula Hardie, BA, CIP, CAIB
Account Manager

Paula Hardie, BA, CIP, CAIB
Account Manager

2650 – 666 Burrard St.
Vancouver, BC V6C 2X8
Canada

D   +604.605.3654
E   paula.hardie@willistowerswatson.com
W   willistowerswatson.com

Adjustment Premium

Commercial General Liability Deposit Premium:	
Commercial General Liability Minimum Retained Premium:	

CGL-CM 00-000 CE 071519

Endorsements

Title	Reference Number
Premium Adjustment Endorsement	
Computer Software - Professional Liability Exclusion	
Generic Endorsement	
Non Owned Automobile O.E.F. 98B	
Waiver of Subrogation - Designated Person(s) or Organization Endorsement	

Deductible Schedule

Deductible Description	
Bodily Injury Liability & Property Damage Liability Combined - Per Occurrence	$ 1,000
Employee Benefits Liability - Per Claim	$ 1,000
Tenants Legal Liability - Per Occurrence	$ 1,000
Forest and Prairie Protection Acts Expense - Per Occurrence	$ 1,000

Additional Insured Schedule

Additional Insured
The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers
10300 Torre Avenue Cupertino, CA 95014 USA

CNA

Endorsement	
Named Insured:	Avocette Technologies Inc. (See Named Insured Schedule)
Policy Period:	From: September 30, 2021 To: September 30, 2022
Policy Number:	MPR2755219
Endorsement Title:	Waiver of Subrogation - Designated Person(s) or Organization
Endorsement Type:	Condition
Endorsement Reference:	CGL-CM 00-096 CE 103118
Endorsement Effective Date:	September 30, 2021

The following clause forms part of the 'Common Policy Terms and Conditions', solely in connection with the 'Commercial General Liability Coverage Section' to this Policy.

Waiver of Subrogation - Designated Person(s) or Organization

In the event of any payment under this Policy, the **Insurer** shall waive their rights of recovery against any person(s) shown in the Schedule below where such waiver has been included as part of a contractual undertaking by the **Insured**, but this waiver shall apply only in respect to the specific contract entered into prior to the date of **Loss**, existing between the **Insured** and such person(s), and will not be construed to be a waiver in respect to other operations of such person(s) in which the **Insured** has no contractual interest.

SCHEDULE

Name of Person(s) or Organization:

- The City of Cupertino

All other terms and conditions not otherwise modified by this endorsement remain unchanged.

Second Amendment to Avocette Agreement for Accela Consulting Services

Final Audit Report   2022-07-18

Created:	2022-07-14
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA06PIZaktAUbjlZM00nTC-phU628qN7cs

"Second Amendment to Avocette Agreement for Accela Consulting Services" History

🗋 Document created by City of Cupertino (webmaster@cupertino.org)
2022-07-14 - 0:17:43 AM GMT- IP address: 35.229.54.2

✉ Document emailed to Araceli Alejandre (aracelia@cupertino.org) for approval
2022-07-14 - 0:24:00 AM GMT

✅ Document approved by Araceli Alejandre (aracelia@cupertino.org)
Approval Date: 2022-07-14 - 0:34:44 AM GMT - Time Source: server- IP address: 73.170.27.253

✉ Document emailed to Nidhi Mathur (nidhim@cupertino.org) for approval
2022-07-14 - 0:34:46 AM GMT

🗋 Email viewed by Nidhi Mathur (nidhim@cupertino.org)
2022-07-14 - 12:37:03 PM GMT- IP address: 104.28.124.90

🗋 Email viewed by Nidhi Mathur (nidhim@cupertino.org)
2022-07-16 - 3:32:10 AM GMT- IP address: 104.28.123.97

🗋 Email viewed by Nidhi Mathur (nidhim@cupertino.org)
2022-07-17 - 12:35:04 PM GMT- IP address: 104.28.124.98

🗋 Email viewed by Nidhi Mathur (nidhim@cupertino.org)
2022-07-18 - 3:36:53 AM GMT- IP address: 104.28.124.99

✅ Document approved by Nidhi Mathur (nidhim@cupertino.org)
Approval Date: 2022-07-18 - 4:16:06 PM GMT - Time Source: server- IP address: 73.231.202.59

✉ Document emailed to Iain Cavanagh (iain.cavanagh@avocette.com) for signature
2022-07-18 - 4:16:10 PM GMT

 Email viewed by Iain Cavanagh (iain.cavanagh@avocette.com)
2022-07-18 - 4:32:40 PM GMT- IP address: 172.103.156.27

 Document e-signed by Iain Cavanagh (iain.cavanagh@avocette.com)
Signature Date: 2022-07-18 - 4:39:27 PM GMT - Time Source: server- IP address: 172.103.156.27

 Document emailed to christopherj@cupertino.org for signature
2022-07-18 - 4:39:29 PM GMT

 Email viewed by christopherj@cupertino.org
2022-07-18 - 4:55:31 PM GMT- IP address: 104.47.73.254

 Document e-signed by Christopher D. Jensen (christopherj@cupertino.org)
Signature Date: 2022-07-18 - 4:56:09 PM GMT - Time Source: server- IP address: 136.24.42.212

 Document emailed to Bill Mitchell (billm@cupertino.org) for signature
2022-07-18 - 4:56:11 PM GMT

 Email viewed by Bill Mitchell (billm@cupertino.org)
2022-07-18 - 5:00:26 PM GMT- IP address: 104.47.74.126

 Document e-signed by Bill Mitchell (billm@cupertino.org)
Signature Date: 2022-07-18 - 5:01:50 PM GMT - Time Source: server- IP address: 73.63.186.99

 Document emailed to Kirsten Squarcia (kirstens@cupertino.org) for signature
2022-07-18 - 5:01:52 PM GMT

 Email viewed by Kirsten Squarcia (kirstens@cupertino.org)
2022-07-18 - 5:24:10 PM GMT- IP address: 104.47.73.126

 Document e-signed by Kirsten Squarcia (kirstens@cupertino.org)
Signature Date: 2022-07-18 - 5:24:17 PM GMT - Time Source: server- IP address: 69.110.137.176

 Agreement completed.
2022-07-18 - 5:24:17 PM GMT