Agreement No. 3008-043

City Council Approved: 11/3/2008

MASTER COMPUTER SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made and entered 2/18, 2009 (the "Effective Date"), by and between The City of San Buenaventura, a municipal corporation of the State of California (hereafter the "City" or "Customer"), and EnerGov Solutions, LLC, (hereafter "Vendor" or "EnerGov").

IN CONSIDERATION of the mutual covenants and conditions hereafter set forth, the City and Vendor agree as follows:

ARTICLE 1

DEFINITIONS

1.1. **"Affiliate,"** means any entity that is controlled by, or is under common control with, the City. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, whether through ownership of voting securities, by contract, or otherwise.

1.2. **"Agreement"** means this Master Computer Software License Agreement (hereafter "Agreement"), the attached Exhibits, and any duly executed amendments to this Agreement.

1.3. **"Authorized Representative(s)"** in the case of the Vendor, shall mean the designated person(s) who shall be responsible for negotiation, contractual matters, and/or job performance in coordination with City Representatives, and/or who shall supervise the professional services provided. In the case of the City, the "Authorized Representative(s)" shall mean the designated person(s) who shall be responsible for negotiation, contractual matters, oversight of the Vendor's performance and compliance with this contract, project coordination in relation to City staff, and/or budget and finance matters. **"Representative"** means Vendor's officers, directors, employees, agents, and subcontractors (and their employees).

1.4 **"Concurrent User"** means User accessing or operating the Software Program(s) simultaneously with other Users of the Software Program(s).

1.5 **"Deliverables"** means the Software Program(s), the Documentation, and the installation, training, and additional services provided by Vendor under this Agreement, consistent with those portions of the Response to the Request for Proposal (hereafter "RFP Response").

1.6. **"Deposit Materials"** means, collectively, the Source Code, the functional specifications of the Software Programs, object libraries, design documentation, statements of principles of operations, schematics, the developer's guide and administrator's guide, the names of the programmers of the Software Programs to the extent reasonably practicable, and, if any of the Software Programs are encrypted, the relevant decryption tools and keys for the Source Code.

1.7. **"Documentation"** means the user, operations and training manuals, proposals, and the Statement of Work and EnerGov's RFP Response to Functional/Technical Requirements (hereafter "F/T Requirements"), set out in the Statement of Work (attached hereto as Exhibit A (hereafter "Exhibit "A")).

1.8. **"Error"** means any error in the code of any Software Program that prevents the Software Program from operating in substantial accordance with the Documentation and prevents the User(s) from performing the functions specified in Exhibit A.

1.9. **"Error Correction"** means either a modification or addition to, or deletion from the Software that, when made to the licensed program, establishes material conformity of the licensed program to the specifications as set forth in the applicable end user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of such Error on the City.

1.10 **"Escrow Agent"** means the independent third party to be appointed, pursuant to the Escrow Agreement, to hold a copy of the Deposit Materials in accordance with the terms and conditions of the Escrow Agreement. The Escrow Agreement to be entered into by the parties shall be in the form attached hereto as Exhibit G (hereafter referred to as "Exhibit G,") or as otherwise mutually agreed to by the parties.

1.11. **"Functionality"** means the functions defined or identified in this Agreement.

1.12. **"License Fee"** means the fees payable for Software Program(s) as specified in, the Schedule of Compensation, attached hereto as Exhibit B (hereafter "Exhibit B").

1.13. **"Live"** means the point in time in which the City uses the licensed program in real-time operations and in an integrated manner with any interdependent modules together with project defined third-party and/or external systems.

1.14. **"Maintenance Fee"** means the fee payable as specified in Exhibit B, for the ongoing provision of Maintenance Services for the Software Programs.

1.15. **"Maintenance Services"** means the maintenance and support services for each Software Program, as well as all Software Program updates including Major and Minor Releases, as described in the Terms and Conditions of Maintenance Services, attached hereto as Exhibit C (hereafter "Exhibit C").

1.16 **"Object Code"** means the machine-executable code form of the relevant Software Program(s).

1.17 **"Personal information"** means: (a) personally identifiable information about or relating to any former, current or prospective clients (or representatives of clients), employee of the City or any other party with respect to whom the City maintains information, in each case, which the Vendor receives or otherwise has access to (the "Covered Parties"); and (b) any list, description, or other grouping of information of Covered Parties (and publicly available information pertaining to them) that is derived using any personally identifiable information.

1.18. **"Release"** means either a Major Release or Minor Release.

(a) **"Major Release"** means a revision to the software indicated by a change in the first digit of the version number;

(b) **"Minor Release"** means a revision to the software indicated by a change in the second digit of the version number.

1.19. **"Software Program(s)"** means each version of a computer program licensed to the City as described in Exhibit A; the Object Code; and all underlying third party software programs necessary for operation of the licensed Software Program(s); as well as all upgrades, Releases, Documentation, work-arounds, error-corrections, patches, and bug fixes.

1.20. **"Source Code"** means the human readable form of code for the relevant Software Program(s) which (a) will be narrated fully with logic diagrams, flow charts, and any other materials sufficient to enable a reasonably skilled programmer to readily interpret, build, modify, load, use, support, and maintain the code and to perform or cause to be performed such actions as are licensed hereunder, and (b) can readily be compiled by a computer or assembler for execution.

1.21. **"System"** means any of the City's, its Affiliates' or, with respect to those third parties permitted to use the Software Program(s) pursuant to Section 2.2 ("Grant of License"), any such third party's, software, firmware, hardware, computer systems and devices, and networks, whether owned, leased, or rented by the City, any of its Affiliates or, as applicable, any such third party, or otherwise provided for the benefit, or under the control, of any of the foregoing, provided that such System(s) shall comply with EnerGov's recommended operating environment as may be defined in Exhibit A, and in conjunction with any reasonable, standard upgrades to such operating environment.

1.22. **"Users"** means City staff and the Affiliates of the City permitted to use the EnerGov Software as described in Article 2 below.

ARTICLE 2

GRANT OF LICENSE

2.1. Grant of License. Subject to the terms and conditions of this Agreement, Vendor hereby grants to the City and its Affiliates a non-exclusive, non-transferable, non-assignable, paid-up, perpetual, irrevocable, license to use, and to permit their third party service providers to use in the United States on behalf of the City, the Documentation and Software Programs in executable Object Code form only, as set forth in the SOW, attached hereto as Exhibit A, including the Deposit Materials and Documentation provided for therein. Such Software Programs shall be used on the System for the City's internal, in-house purposes only to process the City's data, and shall be used only for the number of Concurrent Users set forth in Exhibit A, and for any future licenses purchased. The City shall not copy (except as permitted in this Agreement), sell, sublicense, rent, lease, or otherwise transfer the Software Program(s), or make the Software Program(s) available in any form, to any third party, except

as permitted herein. The City will not update, upgrade, enhance, create derivative works from, modify, customize, translate, reverse engineer, decompile, recompile, or disassemble the Software Program(s), except as permitted herein. The City shall not remove any proprietary notices on the Software Program(s) and Documentation and shall affix all proprietary notices to the Software Program(s) and Documentation delivered to the City to all copies of the Software Program(s) and Documentation permitted to be made hereunder.

If any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any other document, unless otherwise provided herein, the terms and conditions of this Agreement will control.

2.2. Acceptance. The City's Authorized Representative shall determine if the services and/or deliverables are acceptable pursuant to Article 5. No payment shall be made for services until the services and/or deliverables have been accepted in writing by the City's Authorized Representative.

2.3. Acceptance Testing. The City is entitled to perform Acceptance Testing in accordance with Article 5 of this Agreement.

2.4. Deliverables. On or before the relevant implementation date, to be established through a mutually agreed upon plan as set forth in Exhibit A for the respective Software Program(s) ("Implementation Date"), Vendor will provide a copy of the Software Program(s) to the City via the Internet in a reproducible electronic form reasonably acceptable to the City.

2.5. Maintenance. During the term of this Agreement, Vendor will provide Maintenance Services for each Software Program in accordance with the terms set forth in Section 4.3 (Maintenance Fees) of this Agreement and any Maintenance provisions in Exhibit A and/or Exhibit C.

2.6. Ownership. EnerGov and its licensors shall have and retain sole and exclusive ownership of all right, title and interest in and to the Software Program(s). The City may use the Software Program(s) and Documentation only to process the City's and its Affiliate's own data. All patents, copyrights, circuit layouts, mask works, Trade Secrets, and other Proprietary Information in or related to the Software Program(s) and Documentation are and will remain the exclusive property of EnerGov. EnerGov will own all rights in any copy, translation, modification, adaptation, or derivation of the Software Program(s) and Documentation or other items of Proprietary Information, including any improvement or development thereof. In the event that during the process of implementation the City develops and/or provides any innovative process or technology that will significantly benefit the Vendor or his product, the Vendor will negotiate with the City to provide the City appropriate consideration and acknowledgment, and Customer will obtain, at EnerGov's request, the execution of any instrument that may be appropriate to assign these rights to EnerGov or perfect these rights in EnerGov's name.

Except as provided herein or by law, Vendor may not for any reason alter, modify, change, remove or disable access to all or any portion of the City data stored by Vendor, and the City may not alter, modify, decompile, translate, adapt, or create derivative works from the Software Program(s).

2.7. Installation. Unless otherwise stated in Exhibit A, installation of a Software Program is the responsibility of Vendor and, subject to force majuere and any intentional delays caused by the acts or omissions of the City or its Affiliates, other than those beyond its control, installation will be completed by the Implementation Date set forth in the SOW at no additional cost to the City.

2.8. Training. Vendor will provide, at the pricing rates defined in Exhibit B, training to the City in the use, operation, and maintenance of each Software Program and all Releases provided pursuant to Exhibit C. All training will be conducted as described in Exhibit A.

2.9. Use of Program(s) by Affiliates. To the extent that Affiliates of the City use the Software Program(s) under the terms of this Agreement, the Affiliates of the City will be considered part of the City as that term is used throughout this Agreement.

3.0. Escrow. The final Escrow Agreement mutually agreed to by both parties will serve as an Amendment to this Agreement and supersede all references to Escrow. Escrow shall be established as soon as reasonably feasible.

ARTICLE 3

TERM OF AGREEMENT

3.1. Agreement Term. This Agreement is effective as of the Effective Date and will continue until terminated in accordance with Article 10 (Termination) of this Agreement.

ARTICLE 4

LICENSE FEES AND OTHER PAYMENTS

4.1. Milestone Payments. Payments will be made in accordance with the milestone delivery schedule and amounts as defined in Exhibit B and the Schedule of Payments attached hereto as Exhibit B.

4.2. License Fees. These one-time perpetual use fees for the Software Program(s) for the full amount indicated in Exhibit B shall be invoiced pursuant to the payment schedule indicated therein. Notwithstanding anything to the contrary, no License Fees will be due or owed, with respect to any Software Program(s) unless and until the parties execute this Agreement and the City receives an invoice under Section 4.8 ("Invoices") of this Agreement for the relevant License Fees and/or Maintenance Fees.

4.3. Maintenance Fees. Payments for Maintenance Services will commence upon final acceptance of software modules, the realization of the System "Live" date as defined in Section 2 of Exhibit A and Escrow Agent's confirmation that Vendor has deposited the required Deposit Materials pursuant to the Escrow Agreement. All Maintenance Services will include Major and Minor Releases for the Software at no additional cost to the City. Ninety (90) days prior to the end of the then-current maintenance services term, Vendor will provide the City with written notice of expiration. The City may elect not to renew such maintenance services upon notice in writing thirty (30) days prior to the expiration of the then-current term.

The City will pay invoices submitted by Vendor as indicated under Section 4.8 ("Invoices"). In the event Vendor intends to increase any Maintenance Fees, such fees may be increased only on an annual basis upon at least sixty (60) days written notice prior to change and may be subject to negotiation.

4.4. Escrow. The City shall be responsible for all costs and fees associated with the services provided by the Escrow Agent.

4.5. Taxes. The City will be responsible only for applicable federal, state, or local sales taxes resulting from performance under this Agreement.

4.6. Expenses. Except as expressly provided in Exhibit A, Vendor is solely responsible for any expenses incurred by it or at its direction in connection with the implementation of the Software Program(s).

4.7. Per Diem. Vendor's Charges for meals and incidental expenses as allowed associated with the delivery of the licensed program will be charged on a per diem basis. The rate for such per diem shall be the maximum permitted for meals and incidental expenses as allowed by the Internal Revenue Code. The Vendor shall maintain full and accurate records of all expenses and matters covered under this Agreement. These records must be submitted to the City along with each related invoice requesting payment for the foregoing expenses. The City shall have the right to examine and audit the same at all reasonable times.

4.8. Invoices. Vendor will provide the City with an itemized invoice for all License Fees and Maintenance Fees that become due hereunder. Maintenance Fees shall be invoiced no earlier than thirty (30) days after Final Acceptance Testing. Each valid and undisputed invoice will be due and payable within forty-five (45) days after the City's receipt of such invoice.

4.9. Most Favored Terms. Vendor represents and warrants that, as of the date of execution of this Agreement, the pricing terms of this Agreement are comparable to or better than the pricing terms offered by Vendor to any of its similarly situated customers of equal size for comparable software programs, deliverables, and services provided to said customers under similar contractual terms and conditions.

4.10. Living Wage Requirement. Vendor understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code entitled, "Living Wages and Benefits for the City Services," a copy of which has been provided to Vendor. By reason thereof, during the term of this Agreement, Vendor will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. Moreover, Vendor will require any of it's successors, assigns, and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Vendor and any of its successors, assigns and sub-Vendors who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the "Notice to Employees" and provide the other information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section.

Vendor also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling the City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

By initialing this Section, Vendor agrees that it has been provided with and read a copy of Chapter 2.525 of the San Buenaventura Municipal Code as well as this Section, and that Vendor understands Chapter 2.525 and this Section.

Vendor's Initials: MB

ARTICLE 5.

ACCEPTANCE TESTING

5.1. Acceptance Testing. The City is entitled to perform Acceptance Testing of the Software Program(s). The term "Acceptance Testing" means testing performed by the City to determine whether the relevant Software Program(s) comply with: (a) the Documentation; and (b) the functionality as set out in the RFP Response. If the Software Program(s) complies with the foregoing, the City will promptly notify Vendor in writing of its acceptance of the Software Program(s) ("Acceptance"). The Software Program(s) will be deemed accepted upon the City's use of the Software Program(s) in their production environment for forty-five (45) days without notification to the Vendor of problems. The City will use reasonable commercial efforts to notify Vendor on or before any acceptance date set forth in the mutually agreed upon SOW. Payment by the City of any License Fees, or other consideration to Vendor or use of the Software Program(s) by the City prior to Acceptance will not constitute the City's Acceptance of such Software Program(s).

5.2. Failure of Acceptance Testing. If the City notifies Vendor that the relevant Software Program(s) or any portion thereof fails to pass Acceptance Testing, the City shall notify the Vendor in writing and the Vendor will correct all deficiencies not later than thirty (30) calendar days after receipt of the City's notice of such failure. Within thirty (30) calendar days after such corrections have been made, the City will retest the relevant Software Program(s). If the Software Program(s) still fail Acceptance Testing, the City may, in its sole discretion: (a) grant Vendor additional time to correct the outstanding deficiencies; or (b) without prejudice to any of the City's other rights and remedies under this Agreement or at law or in equity, terminate any relevant software agreement, in which event the City will return or destroy all copies of the relevant Software Program(s) and Vendor will refund any License Fees, Maintenance Fees or other consideration paid to Vendor within thirty (30) days of written demand.

ARTICLE 6

REPRESENTATIONS, WARRANTIES, & LIMITATION OF LIABILITY

6.1. Non-Infringement. Vendor represents, warrants and covenants that: (a) it has and will have all rights, titles, licenses, intellectual property, permissions, and approvals necessary in connection with its performance under this Agreement and to grant the City the rights granted

hereunder; (b) none of the Software Program(s) nor their use as contemplated under this Agreement do or will infringe, violate, trespass, or in any manner contravene or breach any patent, copyright, trademark, license, or other property or proprietary right or constitute the unauthorized use or misappropriation of any trade secret of any third party. In the event that a Software Program is finally held to be infringing and its use by the Customer is enjoined or Vendor deems that it may be held to be infringing, Vendor shall either (1) procure for the Customer the right to continue use of the infringing Software Program; or (2) modify or replace the infringing Software Program so that it becomes non-infringing. However, if good faith attempts to resolve the issue fail, EnerGov and the City may mutually terminate the license with respect to the infringing module and refund or credit to the City the license fees paid by the City under this Agreement, and the City shall return the original and all whole or partial copies of the module and related Documentation.

6.2. Export/Import Compliance. Vendor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to the export or importation of the Software Program(s), any modifications, enhancements or updates thereto, and any technical data derived therefrom. In the event of noncompliance, Vendor will continue to support the Software at the City while these issues are being resolved to insure the City is not significantly impacted. The City agrees that the Software Program(s) will not be exported directly or indirectly, separately or as part of any system, without the prior written consent of EnerGov and without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required. Without limiting the foregoing, the City acknowledges that the Software Program(s) my contain encryption technology that may require a license from the U.S. State Department.

6.3. Encryption. Vendor represents, warrants and covenants that it will identify in the manner provided for herein any encryption used in the Software Program(s) and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Vendor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to the export or importation of the Software Program(s), any modifications, enhancements or updates thereto, and any technical data derived therefrom.

6.4. Maintenance Services. Vendor represents, warrants and covenants that: (a) all Maintenance Services and other services provided in connection with this Agreement are and will be performed in an effective, timely, professional, and workmanlike manner in accordance with the highest applicable industry standards and practices; (b) Vendor personnel performing any services hereunder will be appropriately trained and have a level of skill commensurate with the requirements of this Agreement, and Vendor will promptly replace any person who is performing services under this Agreement upon the City's reasonable request and upon prior written notice to Vendor detailing the cause for such request; and (c) Vendor has no present plan or intent to discontinue the availability of Maintenance Services (including the provision of Releases) for any of the Software Program(s) and will give the City 180 days written notice of any such future plan or intent.

6.5. Viruses. Vendor represents, warrants and covenants that it will use best industry practice to insure the Software Programs will not contain any computer code designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions

or distortions, the operation of the Software Program(s) or any System (referred to as "viruses" or "worms").

6.6. Other Code. Vendor represents, warrants and covenants that the Software Program(s) do not and will not contain any computer code that: (a) would disable the Software Program(s) or any System or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies, or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (b) would permit Vendor or any third party to access the Software Program(s) or any System (referred to as "traps", "access codes" or "trap door" devices); or (c) would permit Vendor or any third party to track, monitor or otherwise report the operation and use of the Software Program(s) by the City or any of its, Affiliates, customers, or clients.

6.7. Errors. Vendor represents, warrants and covenants that it will resolve any Errors in the Software Program in accordance with the terms and conditions of Exhibit C. EnerGov warrants that the media on which the Software Program is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the date of acceptance.

6.8. Remedies for Breach of Warranty. EnerGov's obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Software Program or media giving rise to the breach of warranty. If EnerGov is unable to repair or replace the Software Program or media giving rise to the breach of warranty within a reasonable period of time, then, the City may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty, subject to the limitations provided in Section 6.11. The remedies in this Section 6.8 are exclusive and in lieu of all other remedies, and represent EnerGov's sole obligations, for a breach of the foregoing warranties.

6.9. Remedies Post-Warranty. The City must provide notice to EnerGov of any Errors or defects as provided in Exhibit C. Each Software Program will operate properly in conjunction with EnerGov's recommended operating environment as may be defined in Exhibit A, and in conjunction with any reasonable, standard upgrades to such operating environment. Upon Acceptance and thereafter during periods for which the City has purchased Maintenance Services, if the City reports any non-compliance with this Section 6.9, EnerGov will correct such non-compliance in accordance with the terms of Exhibit C.

6.10. Documentation. Vendor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Program(s); (b) is and will be complete, free of material errors, and sufficiently detailed to allow the City's computer literate personnel to operate and use such Software Program(s); and (c) will be updated as and when any Releases are provided for such Software Program(s) and such updated Documentation will be delivered by Vendor to the City promptly upon any such update pursuant to Section 2.4 ("Deliverables") of this Agreement.

6.11. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PROGRAM(S), DOCUMENTATION OR SERVICES OR THEIR CONDITION, MERCHANTABILITY,

FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY THE CITY, OR OF ERROR FREE AND UNINTERRUPTED USE.

6.12. High Risk Activities. The Software Program(s) are not fault-tolerant and are not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or aircraft communication systems, mass transit, air traffic control, direct life support machines, or weapons systems, in which the failure of the component systems could lead directly to death, personal injury, or severe physical or environmental damage ("high risk activities"). Accordingly, Vendor disclaims any express or implied warranty of fitness for high-risk activities. The City agrees that Vendor shall not be liable for any claims or damages arising from or related to the use of the Software Program(s) in such applications.

6.13. Limitation of Liability. To the extend permitted by applicable law, each party's right to recover damages from the other party in connection with this Agreement, whether such damages are indirect, in contract or in tort, for breach of warranties, failure to perform, infringement of intellectual property rights, loss of profits, special, incidental or other consequential damages arising from a party's performance (or failure of performance) under this Agreement shall not exceed the total value of the Agreement as described in Exhibit B.

Notwithstanding the foregoing, if any claim against Vendor is a claim covered by the insurance policy maintained by Vendor pursuant to Article 9 of this Agreement, any recovery of proceeds under such policy shall be paid to the City to the extent the City's damages exceed the foregoing limitation of liability. This limitation of Vendor's liability will not apply with respect to any damages arising out of or relating to: (i) Article 7 ("Non-Disclosure"); (ii) Indemnification provisions set forth in this Agreement; or (iii) Vendor's willful misconduct or gross negligence.

Without limiting the foregoing, the City agrees that neither Vendor nor any of its officers, directors, agents, or employees shall have any liability for (i) errors or omissions in the output of any Software Programs caused by inaccuracies of the City's input data, the City's software program files, whether arising in contract, negligence, strict liability, products liability, or otherwise, (ii) the acts or omissions of non-EnerGov personnel, agents or third parties, unless acting under EnerGov's direction or control or (iii) misuse, theft, vandalism, fire, water or other peril or (iv) any unauthorized modifications as described in Section 6.14.

6.14. Unauthorized Modifications, etc. With exception of mutually agreed upon hardware or software changes, Vendor shall have no obligation or liability under this Article 6 to the extent that any alleged breach of representations, warranties or covenants is caused by: (i) any modification of the Software Program(s) by the City, its Affiliates, or any third party; (ii) the City's failure to promptly implement changes that Vendor provides to correct or improve the Software Program(s); or (iii) the use or combination of the Software Program(s) with any computer, computer platform, operating system and/or data base management system other than the equipment on which the Software Program is originally installed and has been defined in Exhibit A.

6.15. Remedy for Breach of License Scope. Notwithstanding anything to the contrary in this Agreement, if any license grant to the City is subject to any provision restricting or concerning

the number of users, and the City is not in compliance with such use restrictions, Vendors will work with the City to remedy such non-compliance by collecting additional fees from the City for such additional use. Such additional fees will be calculated on a pro rata basis based upon the License Fees for the relevant Software Program(s). The City will pay invoices for such additional fees under Section 4.8 ("Invoices") of this Agreement.

ARTICLE 7

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1. Vendor's Proprietary Information. For purposes of this Agreement Vendor's Proprietary information shall mean its Trade Secrets and Confidential Information. "Trade Secrets" shall mean information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" shall mean all confidential and proprietary material, data, or information (in whatever form or media) of EnerGov which is of a special and unique nature and has tangible or intangible value including without limitation all non-public information pertaining to the Deliverables and information concerning or related to the business of EnerGov that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons revealing or disclosing same to such competitors; provided however, that Vendor's Proprietary Information shall not include any information which the City can demonstrate was or became generally known or available to the public (other than by reason of any violation by the City or any other person of any written or other obligation of confidence); (b) all notes, analyses and studies prepared by Vendor or any of its Representatives during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Article 7; and, (c) the terms and conditions of this Agreement.

7.2. Restrictions. The City and its Affiliates will keep the Vendor's Proprietary Information confidential to the maximum extent permitted under the provisions of the Public Records Act of the State of California, as set forth in Section 5200 *et. seq.* of the California Government Code, or any other applicable provisions of California law. The City and its Affiliates may disclose the Vendor Proprietary Information only to their Representatives who have a need to know such information solely in connection with this Agreement, will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The City and its Affiliates will not transfer or disclose any of Vendor's Proprietary Information to any third party without the Vendor's prior written permission and without such third party having a contractual obligation to keep such Proprietary Information confidential except as may be required by the provision of California law. The City will immediately notify Vendor in writing if it becomes aware of any release, disclosure or use of any of Vendor's Proprietary Information by it or its Representatives in breach of this Section.

7.3. Nonpublic Information. The Vendor will comply with the terms and conditions set forth in Exhibit F, attached hereto, to ensure the security, confidentiality and integrity of all City data and other proprietary information transmitted through or stored on the Server(s), including, without limitation: (a) firewall protection; (b) maintenance of independent archival and backup copies of the Software Programs and all City data provided to EnerGov; (c) protection from any network attack and other malicious harmful or disabling data, work, code or program; (d) use of SSL and/or HTTPS data security in transmission; (e) timely installation and maintenance of operating system and application security patches; and (f) conducting periodic vulnerability scans and audits of its network and the Server(s), the results of which will be made available to the City upon written request.

All data obtained by Vendor from the City shall not be made known to other persons, parties, or businesses, nor used for any purpose other than the services under this agreement, without written permission from the City. This obligation shall survive the expiration or termination of the service agreement for any reason. All data supplied by the City shall remain the property of the City and Vendor agrees to turn over all data within thirty (30) calendar days of receipt of written request by the City, or upon termination or expiration of this Agreement.

Vendor also agrees that it will cause its Representatives to act in accordance with this Section 7.3.

7.4. Exclusions. The receiving party will not be prohibited from using information that: (a) is obtained by the receiving party from the public domain without breach of this Agreement and independently of the receiving party's knowledge of any Confidential Information; (b) was lawfully and demonstrably in the possession of the receiving party prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) becomes known by the receiving party from a third party independently of the receiving party's knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

7.5. Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

7.6. Security Event. In the event that Vendor learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, Vendor will immediately give notice of such event to the City's Representatives. Furthermore, in the event that Vendor has access to or acquires individually identifiable information in relation to this Agreement, the following shall apply: Vendor acknowledges that upon unauthorized

acquisition of such individually identifiable information within Vendor custody or control, (a "Security Event"), the law may require that Vendor notify the individuals whose information was disclosed that a Security Event has occurred. Vendor must notify the City immediately if Vendor learns or has reason to believe a Security Event has occurred. Vendor agrees that it will not notify the individuals until Vendor first consults with the City and the City has had an opportunity to review any such notice.

7.7. Non-Disclosure - Time Limitations. Except in connection with the Software Program(s) and Trade Secrets, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information or Vendor's Proprietary Information for a period of ten (10) years after Recipient's receipt of that item. However, the City's obligations to maintain both the Software Program(s) and Trade Secrets provided to the City including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive for a period of twenty-five (25) years following the expiration of the Agreement.

7.8. Disposition of Confidential Information on Termination. Upon the termination or expiration of this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Alternatively, with the disclosing party's prior written consent, the receiving party may destroy such Confidential Information, in which case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed.

ARTICLE 8

INTELLECTUAL PROPERTY INDEMNIFICATION

8.1. Indemnification by Vendor. Vendor, at its expense, will indemnify, defend and hold harmless the City and its Affiliates and any of their officers, directors, employees, agents, consultants, and other Representatives of the City that have been granted a license to the Software Program(s) under Section 2.1 of this Agreement (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as inter-party damages caused by Vendor or third parties), and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any claim that any Software Program(s) or any portion or use thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license, or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. The City will promptly notify Vendor of any such claim or action and will reasonably cooperate with Vendor in the defense of such claim or action, at Vendor's expense.

8.2. City's Right to Participate. Vendor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that the City may in its sole discretion participate in the defense of any such claim or action at the City's expense. The City must cooperate with Vendor to facilitate the settlement or defense of the claim. Vendor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Software Program(s); or (b) the use or combination of the Software

Program(s) with any computer, computer platform, operating system and/or data base operating environment other than the System.

Without limiting the foregoing, Vendor may not, without the City's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (a) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (b) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party.

8.3. Election of Remedy. If a Software Program or related Maintenance Service or any portion thereof becomes, or in Vendor's or the City's reasonable opinion is likely to become, the subject of any such claim or action, then Vendor, at its expense, will either: (a) procure for the City the right to continue using the Software Program or such portion thereof, as contemplated hereunder; (b) modify the Software Program or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the use of such Software Program or such portion thereof, as reasonably determined by the City); or (c) replace same with an equally suitable, functionally equivalent, compatible, non-infringing Software Program or maintenance service, as reasonably determined by the City. If none of the foregoing is possible and if such Software Program or Maintenance Service, or such portion thereof, is found to infringe by a court, Vendor or the City will have the right to terminate this Agreement with respect to such Software Program and Vendor will refund to the City all amounts paid by the City for such Software Programs or Maintenance Service. Any termination of this Agreement by the City under Article 10 will be without prejudice to any other rights and remedies which the City may have under this Agreement or under law. The foregoing sets forth Vendor's exclusive obligation and liability with respect to infringement of intellectual property rights.

ARTICLE 9

INSURANCE

9.1. Insurance Requirements. During the term of this Agreement, Vendor will at its sole cost and expense, obtain and maintain in full force and effect, consistent with the City requirements, in such amounts as are set forth in Exhibit E and shall maintain such insurance in amounts not less than the amounts indicated on Exhibit E during the term of this Agreement. Vendor will provide the City with a copy of all relevant certificates of insurance and endorsements upon the City's request including those evidencing that the City has been added as an additional insured. Certificates are to be delivered to the City at least thirty (30) days prior to any expiration of each insurance policy.

9.2. Waiver of Rights of Recovery. Vendor waives all rights of recovery against the City, its Affiliates, and its subcontractors or agents which Vendor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are secured and maintained by Vendor. Vendor will require its approved subcontractors and agents to waive the rights of recovery (as the aforesaid waiver by Vendor) against the City, its Affiliates, Vendor, and their other subcontractors or agents and deliver evidence of such waiver to the City before such subcontractors and agents perform any services.

9.3. No Limitation. Nothing in this Article will be construed as limiting Vendor's (or any subcontractor's or agent's) liability to the City or any third party. The mere purchase and existence of insurance does not reduce or release Vendor from liability incurred or assumed within the scope of this Agreement. Vendor's failure to maintain insurance will not relieve it of liability under this Agreement.

9.4. Claims. Vendor will promptly make a full written report to the City as to all accidents or claims for damage arising from or in connection with: (a) this Agreement; (b) the discharge of Vendor's duties under this Agreement; or (c) the presence of Vendor or Vendor's Representatives on the City's premises. Vendor will cooperate fully with the City and with any insurance carrier in the investigation and defense of all such accidents and claims, such obligation to survive the termination or expiration of this Agreement.

9.5. Additional Insurance Requirements. Vendor agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this Section:

(a) Unless otherwise approved by the City, Vendor's insurance shall be written by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(b) Vendor shall provide evidence of the insurance required herein, satisfactory to the City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Upon receiving written notice of cancellation from its insurers, Vendor shall give the City thirty (30) days prior written notice of the cancellation.

ARTICLE 10

TERMINATION

10.1. Termination for Breach. If either party materially breaches this Agreement ("Defaulting Party"), and (a) such breach is incapable of cure, or (b) with respect to such breach capable of cure, such Defaulting Party does not cure such breach within thirty (30) days after written notice of material breach, the non-defaulting party may terminate this Agreement upon written notice to the Defaulting Party. Termination of this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

10.2. Effect of Termination. Except for the City's breach of Vendor's Intellectual Property rights, pursuant to this Agreement or the City's non-payment of License Fees specified herein, any termination of this Agreement will not terminate the relevant license(s) and, in addition to all of the City's other rights and remedies under this Agreement or at law or in equity the City will be entitled to retain and use all copies of the affected Software Program(s) in the City's possession or control subject to the terms of Section 2 and 7.2 of this Agreement.

10.3. Escrow Agreement and Obligations. Upon termination by the City of this Agreement pursuant to Section 10.1 ("Termination for Material Breach"), or if a Release Condition should

occur pursuant to the Escrow Agreement (Exhibit G) then the City will be entitled to receive access to the Deposit Materials in accordance with the procedures set forth therein. The parties shall enter an Escrow Agreement prior to Go-Live. The Escrow Agreement is supplementary to this Agreement pursuant to 11 U.S.C. 365(n), as the same may be amended or supplemented from time to time.

ARTICLE 11

GENERAL PROVISIONS

11.1. Key Personnel: Although not specifically named at this time, the Vendor Project Manager will be selected through mutual agreement with the City and the Vendor will take every measure to assure such assignment for the duration of the defined project phase. Likewise, assigned training and implementation staff shall also be consistently staffed for the defined project phases. Failure to provide consistent key personnel staffing shall be grounds for renegotiation of this agreement at the discretion of the City, provided that the approval of a successor will not be unreasonably withheld.

11.2. Modification of Agreement. The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written agreement duly signed by persons authorized on behalf of the City and Vendor.

11.3. Counterparts, Method of Amendment. This Agreement and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by the City of any License Fees, Maintenance Fees, or other consideration to Vendor or use of, or any other action, with respect to the Software Program(s) or Maintenance Services.

11.4. Taxpayer Identification Number. Vendor shall provide the City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

11.5. License of Intellectual Property. The Software Programs and the Deposit Materials are "intellectual property" as defined in 11 U.S.C. 101(35A) which have been licensed hereunder in a contemporaneous exchange for value and this Agreement will be governed by 11 U.S.C. 365(n), as the same may be amended or supplemented from time to time, if Vendor files for bankruptcy.

11.6. UCITA Not Applicable. This Agreement and the transactions contemplated herein is not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently

enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

11.7. Vendor Financial Assurances. Upon the City's request (to be made not more than once per year) Vendor will provide the City with financial information of Vendor which will allow the City to adequately assess Vendor's creditworthiness. Vendor will not provide the City with any nonpublic financial information.

11.8. Security and Supervision. Vendor's personnel, when on the City's premises or accessing the City's networks or providing maintenance services hereunder, will comply with all of the City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, the City's Internet and Electronic Communications Usage Policy.

11.9. Assignment. Neither party will assign, as a result of a change of control (which shall be deemed to be an assignment) or by operation of law or otherwise, its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so without such consent will be null and void. For purposes of this Section 11.9, "change of control" will mean the direct or indirect change in the ownership, operation or control of a party whether resulting from merger, acquisition (including an acquisition of substantially all of the assets of such party), consolidation, or otherwise. Notwithstanding the foregoing, EnerGov may assign or transfer its rights in this Agreement to an entity under common control with EnerGov, or owned by one of the members of EnerGov, or any entity in which EnerGov or any of its Members have at least a controlling interest. This Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

11.10. Notices. All notices that are required to be given pursuant to this Agreement must be in writing, sent to the person and address designated as the Authorized Representative. Such notices shall be sent by certified mail (return receipt requested), overnight courier, or personal delivery. Notice will be deemed given upon receipt. Project-related documentation, including Change Orders, may be submitted via e-mail or other electronic means.

11.11. Remedies. Each party acknowledges that a breach of any of its obligations under this Agreement (including, but not limited to Vendor's obligation to deposit the Deposit Materials with the Escrow Agent and to update the components of the Deposit Materials pursuant to the Escrow Agreement, and each party's confidentiality obligations set forth in this Agreement), other than any payment obligations hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

11.12. Order of Precedence. The order in which documents will be controlling as to rights, duties, application, definition, and interpretation will be this Master Software Agreement, then documents, as follows:

(a) Statement of Work ("SOW") (attached as Exhibit A)
(b) Terms and Conditions of Maintenance Services (attached as Exhibit C)
(c) Schedule of Payments or Compensation (attached as Exhibit B)

11.17. No Waiver by Conduct. No waiver of any of the terms of this Agreement provided for herein will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

11.18. Independent Contractor. Vendor acknowledges that it is acting as an independent contractor, that Vendor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between the City and Vendor or its Representatives. Vendor is not authorized to enter into contracts or agreements on behalf of the City or to otherwise create obligations of the City to third parties. Neither Vendor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state or local tax, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans, incentive compensation, or other employee programs or policies (collectively, "Benefit Plans"). Vendor agrees that all such Representatives will be informed that they are employees solely of Vendor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Vendor agrees that Vendor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

11.19. Governing Law and Choice of Forum. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California, without regard to its choice of laws principles, provided that the laws of the State of Georgia shall govern with respect to Trade Secrets and Vendor's Confidential Information. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the County of Ventura for the purposes of adjudicating any matter arising from or in connection with this Agreement.

11.20. Costs and Attorneys' Fees. In any action, suit, arbitration, mediation or other similar proceeding brought by any party for enforcement of this Agreement, or arising out of or relating to breach of this Agreement, the non-prevailing party shall be responsible for payment of reasonable attorneys' fees and costs to the prevailing party, in addition to other such relief as such prevailing or successful party may be entitled. For purposes of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., mediator or arbitrator) that resolves such action, suit, dispute, claim, or litigation.

11.21. Jointly Drafted. Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and related Exhibits, and that accordingly, no court construing this Agreement and related Exhibits shall construe it more stringently against one party than against the other.

11.22. Severability. If any term, covenant, condition, or portion of this Agreement or related Exhibits shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and any related Exhibits shall not be affected, and each remaining term, covenant, or condition shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 12

DESIGNATED REPRESENTATIVES

12.1. The Vendor's Authorized Representative who shall be responsible for negotiations and contractual matters with the City Representative is: Mark Beverly.

12.2. The Vendor's Authorized Representative who shall be responsible for job performance coordination with the City's Authorized Representative and who shall supervise the professional services is: [_____]

12.3. The Vendor's Authorized Representative is: Mark Beverly.

12.4. The City's Authorized Representative is:

John Emerson, IT Manager
Department of Finance & Technology
City of San Buenaventura
501 Poli Street, P.O. Box 99
Ventura, CA 93002-009
(805) 207-3788

IN WITNESS WHEREOF, the parties have caused this Master Computer Software Agreement to be executed by their duly authorized representatives.

VENDOR

By: Mark A. Beverly Date: 2/16/09

AUTHORIZED REPRESENTATIVE

By: _____ Date: _____

AUTHORIZED REPRESENTATIVE

75-3074534

TAX IDENTIFICATION NO.

CITY

By: Jay Panzica
Jay Panzica, Chief Financial Officer

Date: 2/18/09
AUTHORIZED REPRESENTATIVE

Approved as to Form:

ARIEL PIERRE CALONNE
CITY ATTORNEY

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Exhibit B: Schedule of Payments or Compensation

Exhibit C: Terms and Conditions of Maintenance Services

Exhibit D: Project Plan

Exhibit E: Insurance Certificate

Exhibit F Privacy Provisions

Exhibit G: Escrow Agreement

EXHIBIT A

STATEMENT OF WORK

CITY OF
VENTURA

EXHIBIT A
EnerGov Solutions
Systems Implementation

Statement of Work

2/3/2009

CITY OF VENTURA

EnerGov Solutions
Government Connected Solutions

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1. PROJECT INTRODUCTION

EnerGov Solutions has been chosen by the City of Ventura to provide the application software and associated professional services for the implementation of the EnerGov .NET application for the following Ventura business processes:

Planning Reviews
Construction Permits and Inspections
Fire Prevention Permits and Inspections
Transportation Permits and Inspections
Land Development Permit and Inspections
Code Enforcement
Business License Tax and Related Permit Processing

The intent of this Statement of Work (SOW) is to provide a thorough and accurate description of:

- **What** software and services will be delivered,
- **How** will the software and services be delivered,
- **Who** will deliver which software and services,
- **When** will the software and services be delivered, and
- **Where** will the software be delivered and where will the services be performed to deliver the defined Ventura business processes.

2. PROJECT TIMELINE

Implementation of the project will be the responsibility of a joint Ventura/EnerGov Implementation Team. A preliminary project plan is attached as Exhibit D to the Master Software License Agreement. It is understood, between both parties, that a revised project plan will be drafted as an early deliverable (see Project Plan line 14) in the Assess and Analyze milestone.

The project will be implemented based upon this mutually agreed project plan. The City will be responsible for developing a separate data conversion plan with assistance from the EnerGov Implementation Team.

This statement of work allows for minimal delays caused by either EnerGov or Ventura (e.g., creation of technical environments, availability of personnel, and timing of business decisions, etc.).

Adherence to the project schedule and maintaining the agreed scope is a cornerstone of the SOW. Requests to increase the scope and/or timeframe, such as additional configuration assistance, changes, or previously undisclosed information, which has a direct, material impact (increase or decrease) on the services documented in this contract, will be discouraged.

As an outcome of any change, EnerGov and Ventura may amend the timeline, costs and/or tasks provided in the document as additional detailed information is obtained relative to Ventura's functional and technical business requirements.

3. TO BE PROVIDED BY ENERGOV

The following EnerGov .NET functionality shall be supplied and installed by EnerGov to enable the implementation of the defined Ventura business processes:

- EnerGov Enterprise Complete Land Management Suite
  - Planning
  - Permitting
  - Inspections
  - Code Enforcement
  - Licensing
  - Enterprise Management Console
  - Citizen Access Complete
    - Online Plan Check
    - Online Permit Application
    - Online Inspection Requests
    - Online Status Checks for Permitting, Planning, Inspections, and Business Licensing
    - Online Code Complaints
    - Online Inquiries
  - Citizen Access IVR
    - 24-hour Inspection Scheduling
    - Automatic Result Callbacks
    - Status Checks
    - Inspection Auto-assignment
  - EnerGov GIS Server (Advanced) (requires ESRI ArcGIS Server Advanced and Network Analyst products to be installed by the City with Feature Classes defined.)
    - End User Deployment
    - Seamless Data Integration
    - Route Planning
    - Radius Searching/Lettering
    - Interactive Case Creation
    - Geographical Representations

4. PROJECT METHODOLOGY

It is intended that the project be implemented in 2 phases, the core phase consisting of the Planning, Permitting, Inspections, Code Enforcement, and Licensing modules and the Citizen Access/IVR phase. Within each phase will be a series of milestones, activities, tasks and sub-tasks. Details for each of these activities are delineated in the preliminary Project Plan(Exhibit D) which will be refined during the Assess & Analyze Milestone... A summary description of the tasks to be performed within each milestone by EnerGov and the City of Ventura is as follows:

Implementation Milestone Analysis

Assess & Analyze: Primary Objectives & Tasks

- ☐ Finalize the project approach, scope, and primary objectives
- ☐ Define strategies for vision, delivery, business process analysis, organizational structure
- ☐ Change management, roles & responsibilities, and operating & technology infrastructure
- ☐ Finalize Implementation Team, define agency involvement and confirm project strategies/objectives

  - ◆ Business
    - o Project discovery calls / Sales hand-off
    - o Onsite kickoff meeting
    - o Identify and assign project resources / team
    - o Conduct orientation for project stakeholders
    - o Discovery of agency's processes
    - o Discovery of unique business workflows
    - o Define preliminary functional requirements
    - o Finalize the Implementation / Deployment strategy
    - o Finalize Training Requirements
    - o Identify unique project risks

  - ◆ Technical
    - o Identify & confirm appropriate system architecture
    - o Identify & confirm hardware availability
    - o Identify & confirm sources and current state of GIS/parcels/property data
    - o Identify & confirm IT project resources & requirements

Define & Confirm: Primary Objectives & Tasks

- ☐ Business comprehension and documentation of the current client processes and workflow
- ☐ Translation & confirmation of all EnerGov functional and system configuration requirements
- ☐ Completion of the EnerGov Project Definition documentation (PDD)
- ☐ EnerGov .NET system installation & configuration on agency network

- Business
  - Analyze business requirements as it relates to the EnerGov functionality
  - Design project Implementation architecture
  - Define user roles, responsibilities and user/roles business requirements
  - Uncover and address potential risks in the project configuration
  - Identify any new processes to be implemented as a benefit to automation
  - Finalize behavioral details of specific EnerGov features and functions to be implemented
  - Document findings and approval of the Project Definition Document (PDD)

- Technical
  - In c/w the Business Definition, determine the necessary system source(s), data, transfer frequencies, and transfer schedule to be included in integration as it relates to GIS, online services and mobile solutions.
  - Collect data files (and any available data diagrams) needed for data importation; create/analyze data mapping to support business goals
  - Determine integration strategy with EnerGov Data Services / EnerGov Development / Implementation Team
  - Finalize technical deployment plan; system software installation ?

System Setup & Configuration: Primary Objectives & Tasks

- Distribution and application of the requirements developed during the "Define" Milestone to Implementation Team to produce a fully-configured EnerGov .NET Land Management system
- Configuration of all business/systems requirements defined in the Project Definition document
- Importation and integration of all data mapped/defined in the Project Definition documents and conduct initial testing of imported data
- Configuration of user roles, rights, security defined in the Project Definition document

- Business
  - Complete functional software configuration based on business rules
  - Test functional configurations
  - Prepare application test plan
  - Initial onsite configuration system review with client Implementation Team

- Technical
  - Complete data integration
  - Test/verify/validate custom code / scripts / services
  - Property/Parcel data load (if not utilizing ArcSDE direct)
  - GIS Integration (if implemented)
  - Mobile solutions testing (if implemented)
  - Citizen Access / IIS testing (if implemented)
  - Test data validity (with key users)

Acceptance Testing / Training: Primary Objectives & Tasks

- ☐ Verification / validation of system configuration, performance, stability, and accuracy
- ☐ Complete training for key users and administrators prior to production (UAT)
- ☐ Refine business rules/configuration as needed during users acceptance testing
- ☐ Comprehensive onsite end-user training (following users acceptance

  - Business
    - Perform user acceptance training
    - Client user acceptance testing
    - Refinement of the business rules
    - Validate data conversions (with client)
    - Finalize any needed user configurations
    - Final onsite stakeholder reviews and sign-offs
    - Comprehensive End-User Training
    - Training kick-off events (Training Manger)
    - Administrative Training
    - Specialized Training (i.e. EnerGov GIS Tools)
    - Clerical Training
    - Classroom Training
    - Hands-on Training
    - Field (Mobile) user Training

  - Technical
    - Complete Install of all EnerGov system components on agency network
    - Install MobileGov on laptops and test connectivity
    - Configure Citizen Access web portal / IIS and test
    - Configure EnerGov IVR Automation for deployment
    - Test end to end processes
    - Re-configure as needed

Transition and Go-Live Milestone: Primary Objectives & Tasks

- ☐ Specialized hands-on/go-live training with end users within a "live and/or parallel" environment
- ☐ Promote system to production and complete all project closeout activities
- ☐ Ensure a smooth transition from the implementation Team to client administration team

  - Activities
    - Onsite go-live training within parallel environment
    - Promote to production / Go-Live
    - Maximize knowledge transfer
    - Handoff to EnerGov Account Manager
    - Project Transition

  - Deliverables (see Project Plan lines 54,55,56)
    - System configuration support (as required)
    - Onsite go-live support
    - Final version/delivery of all implementation project documents

Production Milestone: Primary Objectives & Tasks

- Maintain production of the scalable Land Management system
- Assist agency administration in tuning application to meet nascent business protocols
- Promote & foster continued acceptance and confidence in the Land Management system

  - Activities
    - Assistance in future business requirement tuning
    - Refresher or advanced training services
    - On-demand custom reporting services

  - Deliverables (see Project Plan lines 59,60,61)
    - System enhancing / support (as required)
    - User Training (as requested via web or onsite)
    - Weekly wellness checks with dedicated account manager

4.1 Milestone Planning Procedures

As a first step in the project EnerGov will develop the detailed daily and weekly schedules expanding on the milestones required to implement the system. The Ventura & EnerGov Project Managers will finalize the Task Plan to include milestones, activities, tasks, subtasks, deliverables, dates & resources as the first project management activity of the project. The Task Plan will be reviewed and approved by the Ventura Project Director and the EnerGov Implementation Manager.

The Ventura and EnerGov Project Managers will manage & track the progress of milestone deliverables against the approved Task Plan. All Implementation Teams will document and coordinate their activities through the Ventura Project Manager, using the Task Plan. Progress will be reported to the Ventura & EnerGov Project Directors, , and published on a bi-weekly basis by both the City Project Manager and the EnerGov Implementation Manager .

4.2 Software Installation

All hardware is to be purchased by the City and must be installed and operable before **System Setup and Configuration** milestone begins. All software will be downloaded and installed by EnerGov personnel during the **System Setup and Configuration** milestone. The City of Ventura will be responsible for deploying ESRI Arc GIS Server Advanced and Network Analyst extension prior to the EnerGov .Net implementation.

In conjunction with the Ventura Project Technical Lead, EnerGov will download and install with Ventura personnel the software detailed in Section 3 of this document. The EnerGov consultant will work with the Ventura project lead to complete an installation journal documenting the installation process and acceptance criteria. The joint project technical team will present the documented installation journal for approval and sign-off by the appropriate Ventura executive staff.

4.3 Implementation Team Training

EnerGov will provide training to the Ventura Implementation Team sufficient for the team members to act as "super users" capable of carrying out all tasks assigned to the Ventura Implementation Team. This training will be limited to 33 days with 2 EnerGov Trainers. The remaining 10 days of training will be utilized as "Go-Live" Support. The combined 43 days correspond to the recommended training days within the RFP proposal. Both parties agree and understand these days can be utilized in any combination, training or Go-Live support, mutually agreed upon by both parties. The Ventura Implementation Team will be provided with the standard training documentation to allow the Ventura team to customize the documentation, in order to provide end user training. EnerGov consultants will provide guidance on developing training materials for the end user training.

4.4 Business Process Assessment and Analysis

The Ventura/EnerGov Implementation Team will utilize standard "Best Practice" EnerGov business process flow documentation as a starting point for identifying the requirements for the implementation of EnerGov Solutions. EnerGov will perform full business workflow/process analysis of all existing and documented processes and make appropriate system configurations or recommend appropriate process changes to best accommodate the implementation of EnerGov .NET products.

These process flows will be reviewed by Ventura personnel familiar with the processes and enhanced by the incorporation of reporting needs identified in the Ventura reports assembled for the project.

The Assess and Analyze milestone will be performed by EnerGov and Ventura and includes a complete analysis of each sub-process for each of the business processes documented by Ventura in Section 1. Processes are reviewed, consolidated (where possible) and refined. This step takes into consideration such things as business rules, input and output of information, other processes linked to this process, required integration, etc. The outcome of the business definition, the Project Definition Document will be a high level 'Business Process' map produced for each process that is defined after consolidation. The output of this step creates the base line for the final system configuration, testing and end user training. The joint Implementation Team will present the documented Business Process map for approval and sign-off by the appropriate Ventura executive staff.

4.5 Design and Build

The purpose of the design step is to identify the hierarchy of each business process discovered in section # and document all specifications and requirements needed to set the business process up in EnerGov.

EnerGov will produce documents outlining the complete configuration of each business process. These include but are not limited to, configuration reports, Visio workflow diagrams, data conversion spreadsheets, and excel fee structures.

EnerGov will present the documents for approval and sign-off by Ventura Staff & EnerGov.

The business analysis and design documents will be the basis for creating test scenarios for each of the business processes. These documents will be defined by Ventura with the assistance of EnerGov consultants. Where possible, EnerGov government test scenarios will be utilized.

The Implementation Team will utilize a server with appropriate database licenses established by Ventura. This has been defined as a Windows 2003 server supporting SQL Server Enterprise 2000/2005/2008.The data instance will be protected from non-implementation team members and backed up in accordance with the normal IT procedures by Ventura. Ventura's Implementation Team will be responsible for populating all code tables with accurate data definitions. EnerGov configuration specialists will train the Implementation Teams on the proper use and set up of custom tabs and menus.

4.6 Acceptance Testing (By deliverable)

Testing activities consist of two stages: configuration testing and business process testing.

Configuration Testing

EnerGov and Ventura will perform configuration testing to validate that each business process is configured to the design specifications as approved by Ventura in Section 4.5. Any changes required to meet the design specification as approved by Ventura in Section 4.5 will be the responsibility of EnerGov. A sign-off sheet will be provided to allow Ventura to approve that each business process matches the design specification.

Business Process Testing

Selected Ventura end user staff will perform business process testing with assistance from EnerGov. This will test the configured business process to validate that the business process flow is appropriate and efficient in a database environment. Any possible changes identified during this testing will be documented and presented to the EnerGov Implementation Team. EnerGov will review and make recommendations as to how to modify the business process. If applicable, EnerGov will make configuration modifications as stated in Section 4.7. All business process modifications will be the responsibility of Ventura, with support from EnerGov Staff. All business process testing will occur after configuration testing.

Acceptance Process

The ability to complete processes accurately for each module presented in Section 3 will be part of the functional testing of deliverables. The acceptance process will be based on project deliverables that will be documented on a mutually agreed upon form. Knowledge transfer to City staff to the point of independent performance shall be a standard item on each acceptance form. Each deliverable will include this standard acceptance form.

4.7 Business Process Documentation & Training Documentation

EnerGov shall provide step-by-step documentation for all core training provided by EnerGov in an editable format such that Ventura may enhance the information with Ventura specific processes and workflow information. Ventura may choose to provide step-by-step documentation for each business process.

4.8 Training

Training will consist of a combination of One-on-One training, Classroom training, and Go-Live Support. EnerGov's Project Manager will coordinate the training sessions with the Ventura Project Manager. The City will be responsible for providing adequate space and equipment to conduct the training sessions.

The EnerGov Project Manager will schedule training sessions on the following topics:

- Standard Data Entry, Data Output, Reporting, and Editing features found in the standard functions of the EnerGov Solutions system
- Inspector (Field) Training
- IVR Operation and Management
- Business Process Manager Training
- System Administrator Training
- Report Writing Training
- Go-Live Support
- Citizen Access Module User and Administration Training

4.9 Business Acceptance & Sign Off (By module)

The joint project managers will present the final documented business process, configuration design and step-by-step process training documents to the Ventura Project Director for review and final approval sign-off prior to the system "GO LIVE" decision.

5. PROJECT RESOURCING AND ACCOUNTABILITIES

Ventura	Time Commitment	Name	EnerGov	Time Commitment	Name
Project Director	Part time off and on	Andrew Stuffler	Project Director	Part Time Off and On	Nathan Borror
Application Support Manager	Full time off and on	Bill Danforth	Project Implementation Manager	Full Time off and on	TBD
Project Manager	3/4 time use during project.	Ann Alvarado	Implementation Team	Full Time Off and On	TBD
Steering Committee	Shared time with project manager	TBD			
Implementation Team	1/2 time on and off for duration of project	TBD			

Project Staffing accountabilities for positions are as listed below:

5.1 Ventura

Project Director

The Project Director provides oversight to the entire project. The primary responsibility of the Project Director:

- Carry the project through all parts of the Ventura organization,
- Manage the minimization of changes to the scope of work,
- Managing the contractual interaction between Ventura and EnerGov,
- Obtain funding for the project budget,
- Ensuring the orderly payment of EnerGov's bills as each milestone is met,
- Obtain executive sign off on Project Milestone achievements,
- Track and ensure proper resolution of all project issues,
- Manage project scope changes,
- Lead the change management through the key City departments,
- Track all project expenses,
- Management and accountability for the Risk Management process,
- Handle all public announcements and queries, and
- Resolve all escalated issues, which might affect the project's success.

The Project Director will meet with the Implementation Team management at least monthly during the implementation to review project development progress and resolve issues.

Application Support Manager

This should be considered a full time position for defined periods. The person assigned this role will be responsible for providing City information technology systems support to EnerGov, the City, and the public user community throughout the project. Specifically, the responsibilities of this position are:

- Creates and maintains the technical task schedule for the project.
- Conducts laboratory testing of EnerGov's client-based software for compatibility with Ventura's application portfolio prior to its distribution to production environment.
- Prepares all purchase specifications for supplemental computer equipment and services.
- Coordinates Ventura's technical support activities for the project.
- Assists the EnerGov application set up specialist with the initial installation and configuration of all of the software and hardware components.
- Establishes and administers application security profiles for the user community.
- Assists user community to utilize EnerGov's library of standard reports, inquiries and balance tables to create custom reports for their organization.
- Implement EnerGov Government & Finance interface templates as required,
- Collects, reports and tracks the status of EnerGov software trouble reports.
- Coordinates the testing and installation of EnerGov software upgrades.
- Monitors the performance of the applications and investigates performance problems.
- Assists in the data conversion process by providing information about Ventura's legacy databases,
- Assists the application set up specialists in the creation of development, training and production instances and in implementing data access security,
- Assists in troubleshooting data-related problems,
- Assists Ventura's application specialists in development of data conversion programs for components of the legacy systems that EnerGov has not been contracted to convert,
- Monitors the performance of the EnerGov database, optimizes data distribution and indices and investigates performance problems, and
- Establishes and implements data back up processes.
- Server Support- Assist the EnerGov application set up specialists in the installation, configuration, testing and deployment of EnerGov's server-based software within Ventura's servers.
- Network Support - Assist the EnerGov application set up specialists in the installation, configuration, testing and deployment of EnerGov's client-based software within Ventura's network.

Project Manager

This is a three-quarter-time position for the duration of the project. This role is the primary contact for EnerGov with regard to contractual topics. In partnership with the EnerGov Project Manager, the Ventura Project Manager is responsible for the day-to-day oversight of the project and reports to the Project Directors. In general, this person is responsible for guiding their organization through the transition from Ventura's legacy system to the EnerGov application. The position reports to the Project Director for day-to-day project direction. Specifically, the responsibilities of this position are:,

- Serve as coordinator of the Ventura Implementation Team,
- Create the master project plan and time line with assistance from the EnerGov Project Manager,
- Develop the Project Resource Plan working with the EnerGov Project Manager,
- Schedule and coordinate project tasks with assistance from the EnerGov Project Manager,
- Coordinate Ventura's Implementation Team resources,
- Participate in daily project activities,
- Track progress on project tasks,
- Coordinate the development of the Ventura End User Training Plan,
- Develop and obtain approval of the Ventura Roll-out and Transition Plans, and
- Develop and obtain approval of the Ventura Acceptance Plan.

Implementation Team

Ventura will appoint an Implementation Team to be headed by the Project Manager. The purpose of this team will be to provide necessary business knowledge and day-to-day leadership functions required for successful implementation of the product. The team should consist of subject matter experts from each of the service organizations involved in the project. These appointments will be full-time for the period of the participant's involvement in the project.

Also, participating in the effort on a part-time basis will be an Application Support Manager from Information Technology and subject matter experts, representing the various functional areas of the involved departments. The Ventura Implementation Team will work closely with the EnerGov Team to facilitate the implementation of EnerGov.

For the duration of the project Ventura proposes to provide reasonable and necessary resources to the project to work within the Implementation Team. These resources will provide the core for ongoing support and maintenance of the system after each go live point and will, after all implementation is complete, also be integral to any future development work commissioned by Ventura.

Responsibilities include:

- Assist in Analysis Review Sessions to finalize and/or clarify the Ventura Business Process Requirements,
- Help review and analyze the "as-is" business process documents produced by Ventura's Implementation Teams,
- Formulate and document "to-be" business processes concentrating on areas where processes cross system boundaries,
- Be the liaison contact point for interfaces and data conversions for EnerGov Solutions,
- Configuration of specific system activities based on detailed process documentation submitted by Implementation Team,
- Workflow review and analysis,
- Resolve testing incidents,
- Liaises with the EnerGov team to resolve outstanding issues.
- Provide input to the various project planning processes, representing their organization's requirements,

- Document the "as-is" business processes for their organization,
- Assist EnerGov to develop the "to-be" business processes,
- Assist EnerGov with answers to business process and task questions via the Project Manager,
- Provide periodic project progress reports to their respective service organizations,
- Facilitate issue resolution within their service organizations,
- Coordinate implementation tasks within their service organizations, such as, manual data conversion from the legacy application to the EnerGov application,
- Coordinate the data conversion process within their area of application expertise,
- Assist users in the data scrubbing and clean up tasks prior to conversion,
- Prepare acceptance test criteria and test cases,
- Conduct acceptance tests,
- Assist the Ventura training specialist to develop the training plan for their organization,
- Develop standard reports to adhere to their organization's requirements, and
- Participate in other implementation team tasks as requested,

EnerGov will provide Implementation Team access to the planned training courses for the EnerGov Solutions system. EnerGov is accountable to manage the knowledge transfer to these people at each point of the process.

Note: Implementation Team members will be expected to dedicate a significant amount of time to the project implementation. It be necessary to reallocate staff to cover the team member's regular work assignments from time to time.

5.2 EnerGov

EnerGov's Project Director

Primary responsibility will be to assist Implementation Team when needed and provide issues resolution when necessary. The Project Director shall present the resumes of proposed consultants before they arrive on site and reviewed by the City's Project Director. The City reserves the right not to approve a consultant. If a consultant hinders the project, the City may request a replacement, who will then go through the same approval process. Once a consultant spends significant time on the project, EnerGov will not remove them until their work is complete, although it is understood there may be other work done for other customers as well as this project.

Responsibilities include:

- Senior Management contact from EnerGov for the duration of the project,
- Contractual interaction between Ventura and EnerGov,
- Conduct initial project startup meeting with Ventura's Project Director,
- Coordinate recourses for EnerGov's activities,
- Risk management review,
- Provide issue resolution for issues escalated to EnerGov,
- Participate in project reviews, with the EnerGov Implementation Team.

EnerGov's Implementation Manager

Primary responsibility will be to manage the project resources, timeline, status reports and billings.

Responsibilities include:

- Primary contact from EnerGov for the duration of the project,
- Team Leadership of EnerGov's Resources,
- Coordinate EnerGov's activities with Ventura's Project Manager during the project duration.
- Coordinates the project's interaction with any EnerGov subcontractor and/or service provider,
- Participate in the initial project startup meeting with Ventura's Project Manager,
- Risk management,
- Issue management,
- Maintaining the project plan,
- Scheduling & tracking of resources,
- Project reporting,
- Milestone sign off, preparation and delivery of milestone invoices, and
- Participation in project reviews.

EnerGov's Consultants

Primary responsibility will be to support EnerGov's software and hardware implementation at the City of Ventura.

Responsibilities include:

- Provide consulting advice to EnerGov and the Ventura Implementation Team as determined necessary by EnerGov,
- Liaises with EnerGov to resolve outstanding issues.

6. SUMMARY OF PROJECT ASSUMPTIONS

6.1 Data Migration

The City is responsible for extracting the relevant data from legacy systems in a suitable format like CSV. Reformatting and loading it into the new system will be the responsibility of the EnerGov consultant(s). Data conversion will be done at the earliest possible time in the project, to reduce risk and to populate the new system with recognizable data.

6.2 Web Compatibility

The technology utilized is 100% Microsoft .NET with web components.

6.3 Interfaces

EnerGov will implement the interfaces that were defined in the RFP including Addendum I. If any additional interface points are required from EnerGov Solutions, then these will be handled as part of the change control process. The City of Ventura acknowledges that interfaces not part of the RFP will be billed at time and material rates negotiated between EnerGov and Ventura.

6.4 Data Conversion

Data will be converted from legacy systems as listed in the project deliverables (see PROJECT PLAN line 45). Responsibility for data quality is held by Ventura. It is accepted that data can be delivered to EnerGov Solutions in a format consistent with EnerGov Solutions standard interface points. Where if, any, additional interface points are required from EnerGov Solutions, then these will be handled as part of the change control process. The City of Ventura acknowledges that data conversions not part of the RFP will be billed at time and material rates negotiated between EnerGov and Ventura.

6.5 Report Writing and Workflow

Ventura is responsible for additional custom report writing and defining initial workflows. EnerGov will provide Ventura with documentation listing all standard reports available with the EnerGov Solutions product. EnerGov will train and provide technical support as quoted in the RFP response (included in Onsite EnerGov Solutions Training and Training Facilities sections below). This can be used in teaching Ventura how to write reports and workflow or spent on actual reports and workflow development. Most report and workflow requirements can be met through minor modifications to the standard inquiries, standard workflow, sample report formats and EnerGov report templates developed specifically for government entities. Limited technical knowledge is required for these changes and can be managed effectively by a trained super user. EnerGov will provide government specific report templates.

6.6 Timeliness and Access

- Ventura and EnerGov will put forth their best efforts to meet all required deliverable dates outlined and agreed as part of this project.
- Appropriate "process experts" will be available for interview with reasonable notice and will have adequate knowledge of the process to provide definitive answers regarding the process and associated business rules.
- Process owners (department heads, managers, supervisors) will be available with reasonable notice to confirm and validate the results of the process interviews. In the event questions arise regarding the correct policy or process, the question will be resolved within 2-normal Ventura business days with a definitive answer from an appropriate "authority" within the Ventura team. When Ventura staff are unavailable for extended periods, a designated signatory should be identified to meet the required 2 business day requirement.
- Ventura and EnerGov personnel will attend and be on time for all scheduled process interviews, technical "side bars," question resolution sessions and 'sign-off' meetings. Ventura personnel will remain available throughout the scheduled time period.
- Ventura will designate personnel that are authorized to approve and accept the various process documents and final set ups that will be completed by EnerGov. The authorized Ventura agent will be available for signoff meetings with reasonable notice of at least 2 normal Ventura business days. When Ventura staff are unavailable for extended periods, a designated signatory should be identified to meet the required 2 business day requirement.
- Requested information, documents, sample files, and other materials relevant to the process will be readily available and accurate and will be kept and maintained on a web site.
- EnerGov personnel will have necessary access to Ventura PCs' that are suitable for performing the necessary operations of the documentation and setup process.

6.7 Technical Support

EnerGov personnel will have (Database Administrator) DBA privileges on the development and production instances. The EnerGov server will require VPN and RDP access to the EnerGov server(s) with appropriate securities (power user access) to EnerGov folder(s).

6.8 Business Process Freeze

- Changes to business processes and rules will not occur after the business process review stage of the project, which will be signed off by the City's Project Director as accepting the proposed business processes. Changes after that stage will be kept to the minimum necessary to meet changes in statutory or audit requirement, etc.

- All proposed changes to business processes and rules will be referred to the Implementation Team for an impact statement. Changes will not be implemented without the sign off from the Implementation Team.

- The City will not implement ADMINS business processes but "best practice" processes.

6.9 Acceptance Testing

The purpose of the Acceptance Test is to execute and provide validation of all functions deemed mandatory for sign off and cut over to the production system. The criteria for signoff will be developed as part of the test plan development and solution design documentation. Code will not be moved into production until signoff on the testing milestone has been received.
Ventura will provide qualified personnel for testing process set ups within EnerGov Solutions when requested. Issues or problems that are identified during testing will be documented in an EnerGov approved incident log.

During the project (i.e. after the business process review and setup) test procedures will be developed to lead to a formal acceptance of the system. Significant participation will be required of the Ventura Implementation Team to specify and run testing in order to gain the right level of acceptance.

The principal intent of the test plan is to provide a realistic exposure of the system to real-world scenarios.

Within the testing timeframe, the Implementation Team will utilize a range of severity levels in order to prioritize the impact of test scenario failure. These being:

- Level 1 – Show Stopper. Cannot continue due to severity of error
- Level 2 – Critical Issue. Testing can continue but error will hinder ability to go live
- Level 3 – Major Problem. Testing can continue but business process will be impacted if put into a live setting
- Level 4 – Medium Problem. Testing can continue and system can go live with minimal revision to business process
- Level 5 – Minor Problem. Testing can continue and system can go live. Problem needs correction but does not impact business process.

Response times and classification of issues into a severity level will be agreed upon by the Ventura Implementation Team and EnerGov as part of the User Acceptance Test Plan.

Ventura will complete testing in a reasonable amount of time (as per the estimated effort) and correctly identify and document all problems present during that 'round' of testing.

6.10 Project Closing Summary

Prior to cut over, EnerGov and Ventura Implementation Teams shall develop a Project Closing Summary that lists outstanding activities of both parties that must be completed to close the project.

6.11 Ventura Configuration Training

Should specialist training be required for the Ventura Configuration personnel this will be provide at the relevant EnerGov Training site or alternately by arrangement at the Ventura offices.

6.12 Ventura Implementation Team Training

EnerGov will provide core team training to Ventura Implementation Team members to enable them to gain an appreciation of EnerGov Solutions and to carry out the tasks expected of a super user. This is considered a train the trainer approach to allow Ventura super users to then train end users in the final configured product.

6.13 Ventura User Training

EnerGov will provide "train the trainer" sessions for Implementation Team member training. Ventura will then train any end users following the configuration of the EnerGov system.

It is Ventura's responsibility to provide adequate training facilities for its staff at a convenient location with a suitable area throughout the duration of each application project.

6.14 Facility Requirements

Ventura will provide the following facilities and accommodations for the dedicated and transient members of the Implementation Team(s).

Implementation Team Work Space – Ventura will provide a workspace that will allow the EnerGov Implementation Team to facilitate interaction with Ventura's Implementation Teams for the duration of the application project. The workspace will provide an area for up to three EnerGov employees with a chair, phone, and network connection for each EnerGov employee. EnerGov staff shall have access and are able to use a Ventura laser printer connected to Ventura's network, copier and fax. These items will be within reasonable walking distance. EnerGov will use calling cards for all long distance calls and will use Ventura equipment for purposes of this project only.

Conference Rooms – Ventura will provide access to conference rooms that can be reserved for the project throughout the duration of the project as needed. This arrangement will facilitate both planned meetings and spontaneous group discussions and reduce the interruptions to others members of the Implementation Team.

6.15 Milestone Payments

All payments for milestones will be due for payment within 30 days of presentation of the appropriate EnerGov invoice after Project Director sign off for the milestone has been obtained on the standard form following stated acceptance processes.

6.16 EnerGov Expense Recovery

All expenses will be charged as quoted on the proposal as a not-to-exceed basis. Expenses will be billed with respective Service billings and will not exceed the travel allowances as defined below:

a. Actual Cost of Airfare and Car Rentals

b. IRS per diem rates for Lodging and Meals

c. IRS mileage rate for business use of vehicles

7. PAYMENT MILESTONES

All payments are due and payable in accordance with the Master Software Agreement's Exhibit B. The first Annual Maintenance Charge will be due not less than 30 days after all milestones have been signed off by both EnerGov and the City Project Director. All level 1, 2, or 3 issues must be resolved before this sign-off can be obtained. (See "Systems Testing" in this document).

CITY OF VENTURA

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ATTACHMENTS

CITY OF VENTURA

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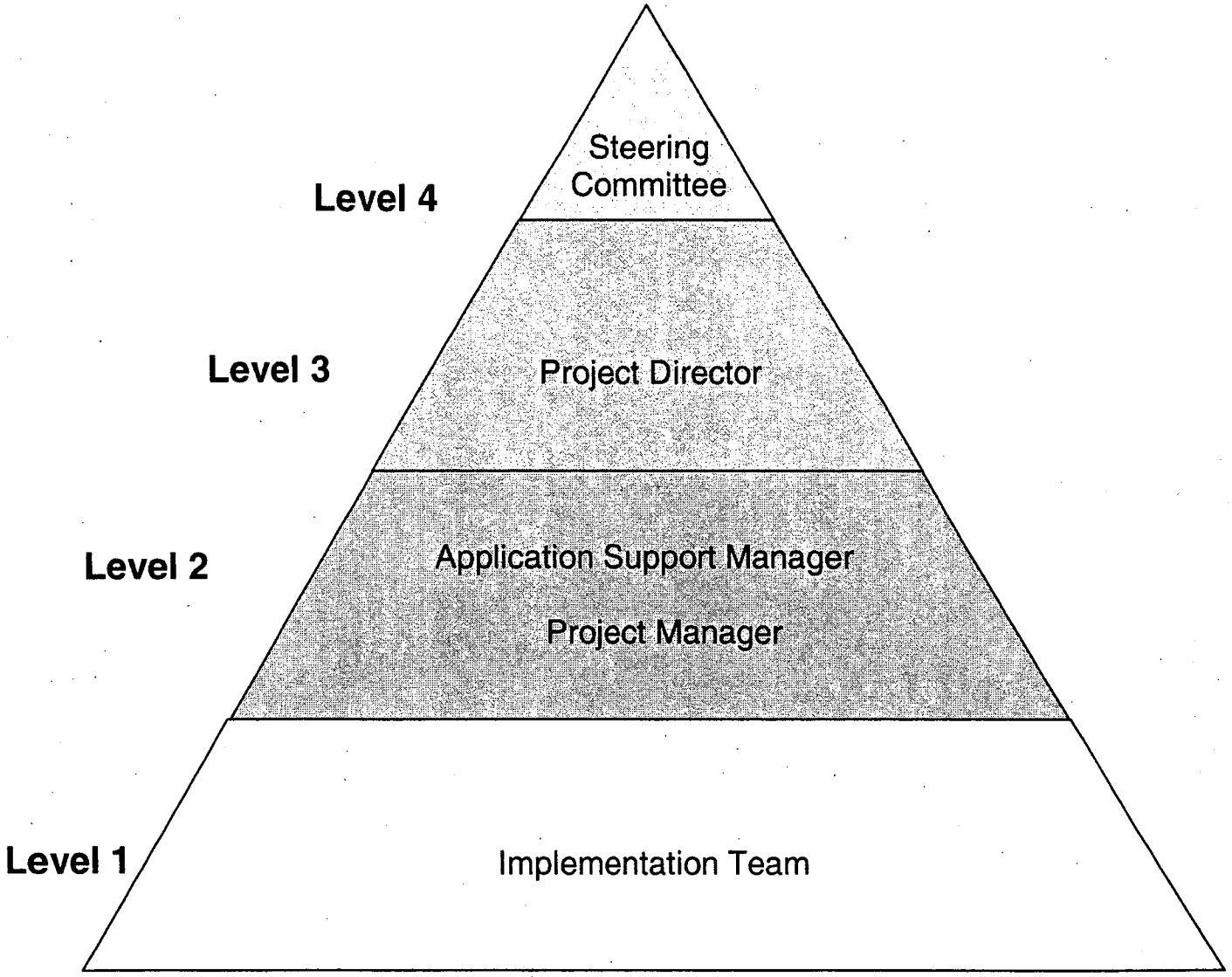
PROJECT DECISION MATRIX



Level 4 - Steering Committee: Critical decisions that cannot be resolved, (i.e., Contract Award & Budget Approval) at the other three levels move to level 4. Factors outside the CIS project may impact a decision going to this level. Must approve all Change Order Requests.

Level 3 – Project Director: Decisions that have Ventura-wide impact and normally can't be changed once the decision is made. Must approve Change Order Requests.

Level 2 – Application Support Manager and Project Manager: Decisions that span more than one service area or functional responsibility. Decisions at this level can usually be reversed, if needed.

Level 1 – Implementation Team: Day-to-day decisions with little Ventura-wide impact. Decisions at this level can usually be reversed, if needed, and pertain to specific service areas or functions.

CITY OF VENTURA

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COMMUNICATIONS PLAN

Ventura will setup a document sharing site where project deliverables can be maintained and communication can be disseminated regarding the project.

Report/Tool	Description	Recipient	Owner	Method	Frequency
Project Resources Matrix	Defines which individuals are responsible for project components.	Project Director & Manager Application Support Manager Steering Committee Implementation Team Vendor (s)	Ventura and EnerGov Project Directors	PDF	☐ Once at beginning of project. ☐ Periodic review.
Decision-Making Matrix	Describes decision-making process and who has authority to make different levels of decisions. In addition, provides guidance if there is an impasse.	Project Directors & Manager Application Support Manager Steering Committee Implementation Team Vendor (s)	Ventura Project Directors	PDF	☐ Once at beginning of project. ☐ Periodic review.
Project Statement of Work	Describes the Content of Project	Project Directors & Manager Application Support Manager Steering Committee Implementation Team Vendor (s)	Ventura and EnerGov Project Directors	Email	☐ Once at beginning of project. ☐ Periodic review
Project Tracking Log	Records tasks, issues, and risks associated with the project. Shows history and current status of each entry.	Project Directors Application Support Manager Project Manager Implementation Team Vendor (s)	Ventura Project Manager	Email	Review weekly throughout the life of the project.
Project Status Report to include Budget to Actual Internal Report	Scheduled project progress reports.	Project Directors & Manager Steering Committee Implementation Team Vendor (s)	Ventura Project Director	Email	Publish/Review bi-weekly throughout the life of the project.
Change Request Form	Formal requests for a variance from the project plan (time to complete), budget (cost) or requirements (scope) and resources (required people skills).	Steering Committee Project Director – (Level 2. Approver) Project Manager – (Level 1 Approver) Technical Lead – (Level 1 Approver) Vendor (s) – Level 3 Approver) Implementation Team	Ventura Project Director	Electronic and Hardcopy	As required.

Change Management

Scope and change order processes are essential for managing the factors that can impact project cost, project schedule, and/or system functionality. Changes in scope may arise from legislative changes, users, input from project sponsors and external agencies. The goal of implementing management mechanisms for scope and change order is to make sure that the project is delivered on time and on budget with the required system functionality. The scope and change order process provides that:

- A baseline scope of business functionality is established (i.e., scope is defined and documented or "frozen")
- A process for analyzing the scope for impact to schedule and budget is in place and followed
- A defined process for controlling scope issues and change requests is in place and followed

Items that are identified as out of scope will be reviewed by the Application Support Manager, Project Manager and Project Director to determine any cost impact. Time and material rates will be negotiated between EnerGov and Ventura.

Changes are defined as any other functionality that is identified as being required that was not specified in the R.F.P. issued by the City. There is not a significant project budget for changes, which will result in very limited changes to functionality allowed during this project. As a result, no changes will exceed the spending authority of the Project Steering Committee.

CITY OF VENTURA

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Change Request Form

Change Request #: _____		**Priority:** High_____Med_____Low_____		**Request Date:** _____	
Change Impact:	(Check as Applies) **Scope:**__ **Budget:** ___ **Schedule:** **Resources:** _____			**Date Required By:**	
Requested By:					
Summary Description:					
Detailed Description: (including cost justification, benefit, impact & supporting documentation)					
Evaluation Completed: Name: ____ ___		**Estimated Duration:** (Days)		**Estimated Effort:** (Hours)	
Estimated Cost:		**Planned Delivery Date:**			
Actions Required to Implement: N/A					
Preferred Course of Action:					
Resource Assignment:			**Project Plan Updated:** _____		

[Change Assessment:]

Other Impacted Projects	Change to Deliverables	Change to Milestones	Change to Budget
			Credit of $_____ to Budget

[Change Approvals:] **Level 2: Project Manager**

Name	Title	Date	Signature:
	Project Manager		

Vendor: EnerGov

Name	Title	Date	Signature:
	EnerGov PM		

Level 3: COV Project Directors

RISK MANAGEMENT

Introduction

Project Risk Management activities will be conducted with a focus on assuring that, if problems and issues do surface, they are identified early and corrective actions defined and recommended in a timely manner to minimize their impact.

Because there are a variety of risks associated with system integration projects, one of the most important components of project planning is the development and utilization of a risk management approach. This risk management plan is intended to provide the approach necessary to facilitate the identification, classification, and tracking of potential and real risks that could negatively impact the project's success.

This risk management approach for identifying and mitigating actual and potential risks, will utilize a "Project Tracking Log". This log lists those risks that have already been identified, their possible impacts on the project and the preventative or contingency measures that can be employed to mitigate those risks.

Effective management of risks associated with project requires that risks be identified early, that preventative and contingency measures are developed to mitigate those risks, and that the risks are tracked to ensure effective mitigation. This risk management approach was developed to work in conjunction with the Issue Resolution Process and the Quality Assurance Approach and Plan, as well as with the Scope and Change Order Process. This approach consists of three steps:

1) Proactively identifying risks that may impact the project's success
2) Developing strategies (preventative and contingency measures) to mitigate those risks
3) Tracking and reviewing risks to ensure effective mitigation and proper communication to the Implementation Team and Project Sponsor.

Risks versus Issues

Although a risk is any factor that may potentially interfere with successful completion of the project, a risk is not necessarily a problem or "issue." A risk is, simply, the recognition that a problem might occur.

There are two distinct types of risk:

- Potential, and
- Actual.

Potential Risks

"Potential" risk factors are those risks that traditionally threaten systems integration projects. These general risk factors, however, do not currently threaten the successful completion of the Ventura integration, and therefore remain "potential" rather than "actual" project risks. Our method for mitigating these potential risks is specified in later sections of this risk management document.

Actual Risks

"Actual" project risks are those that have already been identified as posing a real threat to the successful completion of the project. For the purpose of this risk management approach, an actual risk needs to threaten the completion of system implementation, the quality of the implementation, and/or threaten to increase the time required to complete the implementation.

An example of a risk meeting "actual risk" criteria would be if a city did not allow end-users to attend training because funding was not made available or supervisors did not make the time for appropriate end-users to attend training. In this example project management may not have direct control over funding and personnel issues.

Mitigation of Potential Project Risks

Project Management will mitigate these potential risks through use of a sound project management approach, backed by quality assurance activities. The Ventura Quality Assurance Approach and Plan involves activities to analyze, review and monitor the development of the project, with the intention of mitigating risk factors. This approach will help assure that the Ventura integration is of the highest quality.

Mitigation of Actual Project Risks

The project has developed a formal issue resolution process to identify, track and resolve issues on a regular basis. Because an actual project risk is often introduced as an "issue" that threatens to impede project progress, risks will be introduced through the issue resolution process. As dictated by the project's issue resolution process, team leaders and project managers will introduce issues at the status meetings, where they will be discussed, assigned and resolved. Risk management procedures will work in conjunction with our issue resolution process to ensure all risks are addressed, tracked, mitigated, and communicated to the extent possible. The Implementation Team will take the following steps to identify, mitigate, track, and communicate real risks:

Step 1

Review each issue raised at the daily project status meeting to determine whether it is a new issue or, in fact, an actual "risk."

Step 2

Once identified, document the risk in the Project Tracking Log (see example). Attendees of the project status meetings will identify risks, and the Project Manager or designee will document each new risk identified in the Project Tracking Log.

Step 3

Identify and document the probability (high, medium, low) of the risk impacting the project. The attendees of the status meetings will identify the probability of each risk impacting the project, and the Project Manager or designee will document the probability in the Project Tracking Log.

Step 4

Identify and document the impact of the risk. The attendees of the status meeting will identify the impact of each risk. The Project Manager or designee will document the impact in the Project Tracking Log. If additional research is required to determine the impact of the risk, the project manager will assign the risk to a specific team member to complete the research. The impact of the risk will be re-addressed at the following project status meeting.

Step 5
Determine and document the mitigation measures for each risk. The attendees of the project status meeting will discuss how the identified risk can be mitigated. If necessary, the Project Manager will assign an individual the responsibility of implementing the mitigation procedures. The Project Manager or designee will document the contingency measure in the Project Tracking Log.

Step 6
Re-assess each outstanding risk weekly. At the project status meeting, each risk will be reviewed and the risk rating updated as needed on the Project Tracking Log. Project Management will ensure that those responsible for mitigation activities have completed those activities. Any action items to be taken will be identified by the Project Management team, and assigned to a specific individual to complete. The preventative and contingency measures will be communicated to all Implementation Team leads and stakeholders.

All risks will be documented by the Project Manager or designee and tracked using the Project Tracking Log.

Currently Identified Risks

Current risks associated with the project include, but are not limited to:

- Missing intermediate project task deadlines
- Unplanned changes needed in business rules
- Politics between users will require numerous scope changes, delays in production, difficulties with project support
- Changes in key staff during implementation
- Training will be inadequate and employees will fail to attend
- Poor quality data affects system credibility and acceptance
- Ventura fails to verify quality / integrity of Master data by scheduled date.
- Delay in resolving questions by Ventura or EnerGov
- Technology is new and not understood
- Damage by catastrophe
- Computer virus destroys system or installations
- Hardware is not delivered on time or ready for installation
- Availability of network and technical support is low due to other commitments by Ventura or EnerGov
- Application fails to meet expectations.

CITY OF VENTURA

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ISSUE MANAGEMENT

Introduction

The purpose of the issue resolution process is to organize, maintain and track the identification and resolution of issues that arise throughout the course of the project. The Ventura Project issue resolution process provides for a single point of entry, organization, and categorization of all project issues.

An issue is defined as a topic or concern that may affect project scope, risk, schedule, cost, and/or system quality or functionality and can be resolved through action. Issues may originate from inside and outside of the project. For example, a Ventura policy change in the middle of integration may result in one or more issues.

It is expected that the majority of issues will be day-to-day issues concerning the internal operations of the project. However, there may be some potential scope issues as well. Scope issues typically expand the scope of the project either technically or functionally and therefore, may delay the project schedule and/or increase the cost of the project. Refer to Section 1.7 Change Management for further details on the process to handle scope related issues.

Process and Procedures

The issue resolution process consists of five steps.

1. Identify Issue
2. Log Issue
3. Review and Assign Issue
4. Resolve Issue
5. Communicate Resolution

Throughout the issue resolution process, the automated Project Tracking Log is utilized to track the status of each issue. The Log should be made accessible to everyone on the project through the local area network. Although there are many participants in the issue resolution process, both EnerGov and Ventura Project Managers have overall responsibility for driving and managing the overall process. The project managers are responsible for maintaining all documentation and status on each issue. In addition, project managers will distribute open issues at the project status meetings. A sample Project Tracking Log can be found in this document.

Issue Resolution Procedures

Step 1 – Identify Issue

Project issues may originate from sources within the project or from outside sources, such as end users, program specialists and technical staff. Traditionally, either Implementation Team members or end-users identify most issues. Whenever possible, issues originating within the Implementation Team will be resolved and communicated by a designated Team Lead, eliminating the need to log, track and escalate the issue. However, issues having project-wide impact will always be documented in the Log.

Step 2 - Log Issue
If an issue cannot be resolved in a timely manner (as necessitated by the project work plan) by a designated Team Lead, it should be emailed to the Project Manager, who will then record it directly into the Project Tracking Log. If a party from outside the project submits an issue, the designated Team Lead is responsible for logging the issue request into the Project Tracking Log.

Step 3 - Review and Assign Issue
At project status meetings, each new issue, as well as those with updates, will be reviewed. Any issue that may impact a project milestone or expand the baseline requirements will be categorized as a scope issue. Project Steering Committee will assign all issues to a designated Team Lead for research and resolution. Additionally, the Project Steering Committee will assign a due date and may modify the issue priority. The priority is based on the issue's potential impact on the project in terms of schedule and resources. The designated Team Lead is responsible for providing an update to the Project Manager who will update the Project Tracking Log to reflect the status of each issue.

Step 4 – Resolve Issue
The designated Team Lead, who has been assigned a particular issue, will be required to research the issue. Following the research and analysis, the responsible Team Lead will prepare the resolution alternatives and present them to the Project Management Team. The Project Managers are responsible for approving the issue resolution. Once an issue has been resolved, a detailed description of the resolution will be incorporated in the Project Tracking Log and distributed and discussed at the status meetings. The Project Manager will update the Project Tracking Log with the status of "closed" and coordinate notification of appropriate parties.

Step 5 – Communicate Resolution
The Project Management will communicate the resolution to the appropriate parties involved. In addition, they will verify that the Project Tracking Log has been updated.

Roles

The following project members have the following key responsibilities in the issue resolution process.

Project Management Team

The Project Management Team is comprised of the EnerGov and Ventura Project Managers. This group will meet after the weekly project status meetings and will review and discuss all new and outstanding management level issues. This team is also responsible for identifying scope issues and escalating them as appropriate.

The Project Managers are ultimately responsible for directing and managing the resolution of issues.

Implementation Team

The Team Lead's specific responsibilities will include the following:

- Review new issues in the Project Tracking Log and generate issue reports for the weekly project status meeting
- Return inadequately documented issues to the issue source for additional documentation
- Provide updates to the Project Manager in order that the Project Tracking Log can be updated.
- Produce and distribute Project Tracking Log reports on a weekly basis or as needed

All Implementation Team members are responsible for identifying issues. Team members who have been assigned the task of resolving an issue are also responsible for providing updates to the Team Lead or Project Manager as to resolution alternatives, as appropriate, so that the Project Tracking Log can be updated.

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Project Tracking Log

Issue ID	Priority	Project	Description	Target Date/	Closure Date	Assigned To	Status

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TRAINING

Training and Procedures Manuals

The EnerGov system comes complete with standard online help files to guide users in the use of the system, but this will be supplemented with training for the Implementation Team. System instructors follow a standard curriculum and use a pre-configured system during the training. EnerGov will provide training to users during the project initiation milestone and shall provide all training documentation to Ventura to provide a starting point for the creation of customized training curricula and materials that reflect Ventura's specific business processes and procedures.

Onsite EnerGov Solutions Training

EnerGov will provide Ventura with onsite training classes of EnerGov Solutions throughout the project in Ventura. Training provided by EnerGov is an integral part of this project for Implementation Teams, database administrators and system managers. EnerGov will provide formal EnerGov Solutions training to the Implementation Teams in the first few weeks of the project. System manager and database administrator training will be scheduled as part of the project plan and shall be provided by EnerGov as required throughout the project.

Training Facilities

Ventura should have the following materials available at its site for use by EnerGov's training staff:

Training room with 1 IBM compatible PC per student. To optimize the training experience, we do not recommend sharing computers. Not more than twelve students is the ideal class size for one instructor, with a maximum of 15.

The number of days for each functional area and schedule will be finalized and agreed to by both Ventura and EnerGov and will be based on Ventura staff size, scheduling availability and the approved contract. End user training will be organized and implemented by Ventura staff following the outlined task plan.

Function	Responsibility		Comments
	Ventura	EnerGov	
Provide Training Site/Equipment for Ventura Employees	√		Designated members of the Ventura Implementation Team
Set-up Training Computers	√		Ventura coordinated by the Ventura Application Support Manager
Review Training Material	√	√	Project Manager
Provide Training Material		√	EnerGov during Implementation Team training
Customize Training Material	√		Ventura Trainers for end user training
Review Training	√	√	Designated Members of the Ventura Implementation Team
Ventura Approval Sign-off	√		Designated Members of the Ventura Implementation Team
Prepare Site (daily)	√		Ventura
Schedule Staff	√		Training Coordinator and Employee Supervisors
Deliver Training	√	√	EnerGov Trainer, Ventura Trainers
Attend Training	√		According to Schedule

Training Participation

Attendance at training by Ventura staff at the time and dates specified is imperative for successful implementation of the system. A training coordinator should be assigned by Ventura to assist those in attending their courses when scheduled, and to identify which persons do not attend the courses. This training coordinator may be a member of the Ventura Implementation Team.

The training coordinator will work with EnerGov to finalize the course list and attendance schedules as required for success.

In addition, training in the basic use of the Windows environment may be required for some users. The exact needs in this area will be determined and addressed as required by the Implementation Team. Ventura is responsible for ensuring that this training occurs prior to any EnerGov training. EnerGov will work with Ventura to finalize the appropriate training breakdown for each functional area. EnerGov will provide the trainer to conduct these classes.

SYSTEM TESTING

The information below outlines the acceptance test plan for the EnerGov system, and addresses the work within the project scope necessary to achieve business testing of the system.

Objective

The objective of the testing for Ventura project is to ensure that the EnerGov software, populated with Ventura's data and with configurations and processes as specified by Ventura, meets the agreed criteria so that Ventura is satisfied that improvements to the management of corporate business can be realized.

Scope

Because the selected software is a package solution, the testing is not focused on the functionality of the package. In this case, the acceptance testing concentrates on the implementation of the Ventura business processes utilizing the EnerGov Software and the functionality of the product. To this end, the scope of the acceptance testing is in testing that the process setups configured for the Ventura business processes meet the requirements as specified in the conceptual design processes and the R.F.P.

Strategy

The test strategy adopted by the implementation team is as follows:

- Ventura staff works with the EnerGov Team after the loading of Master data to ensure that data integrity and accuracy is achieved for key functions of the system,
- Separate testing is then completed for each business process prior to an end to end test of the interaction of processes between themselves, and
- Testing will be signed off formally by the Project Director.

Testing Approach

In all cases, the nature of the testing is to ensure the successful operation of the solution in the context of Ventura business requirements. Testing is not concerned with the internal processing or logic in the programs; this type of system testing is completed by EnerGov Information Technologies.

Within the testing timeframe, the Implementation Team will utilize a range of severity levels in order to prioritize the impact of test scenario failure. These being:

- Level 1 – Show Stopper. Cannot continue due to severity of error
- Level 2 – Critical Issue. Testing can continue but error will hinder ability to go live
- Level 3 – Major Problem. Testing can continue but business process will be impacted if put into a live setting
- Level 4 – Medium Problem. Testing can continue and system can go live with minimal revision to business process
- Level 5 – Minor Problem. Testing can continue and system can go live. Problem needs correction but does not impact business process.

Response times and classification of issues into a severity level will be agreed upon by the Ventura Implementation Team and EnerGov as part of the User Acceptance Test Plan.

Selected staff will be identified to test the system according to the agreed criteria from the Project User Acceptance Test Plan to ensure that the system's implementation at their site is successful. The staff will address the areas of the EnerGov software that are relevant to their business. The solution will be tested under normal / usual conditions of operation, as well as some exceptions that may occur in the business process. This will ensure that any problems are identified during the testing and an appropriate solution is found while the Implementation Team is still deployed in Ventura to address such issues. Early detection of problems will also lower the tendency for people in various areas to find their own workarounds, thereby eroding the benefits of a consistent approach to financial management and associated benefits.

Roles & Responsibilities

To render the testing exercise manageable, two categories of users will be identified to participate in the acceptance testing:

1) Full testers - these users will perform all tests from the agreed criteria lists relevant to their business group
2) Process testers - these users will perform only those tests necessary to ensure operation of their business process.

The table below sets out the responsibilities for the testing of the new system:

Action	Responsibility
Agree to Acceptance Criteria	Ventura, EnerGov
Set-up Acceptance Test Environment	Ventura (Server, Windows and Database Only)
Perform Acceptance Tests	Ventura, EnerGov will consult on script development
Review Results	Ventura, EnerGov
Make Modifications as Required	EnerGov, Ventura
Accept on behalf of Business Group	Ventura specific managers
Accept on behalf of Ventura	Ventura Project Director

EXHIBIT B

SCHEDULE OF PAYMENTS OR COMPENSATION
Payment Schedule

In accordance with the terms of this Agreement, the following payment schedule will be adhered to for the Deliverables provided by EnerGov.

Insert New Payment Schedule

1. Payment Schedule

1.1 Customer agrees to timely pay all Fees as outlined below.

Due Date	Amount	Description
Contract Signing	$TBD	20% - Initial Deposit
Pre-Installation Analysis	$TBD	20% due after pre-installation meeting
Project Reviews	$TBD	20% due upon project reviews/sign offs
Training	$TBD	20% due after training completion
Go-Live / Projection Completion	$TBD	20% due upon project completion

* All payment terms are net 30 unless otherwise indicated.

Payment Schedule for Maintenance Fees

Due Date	Amount	Description
January 1 of every year	$TBD	Software Support/Maintenance 1st Qtr.
April 1 of every year	$TBD	Software Support/Maintenance 2nd Qtr.
July 1 of every year	$TBD	Software Support/Maintenance 3rd Qtr.
October 1 of every year	$TBD	Software Support/Maintenance 4th Qtr.

1.2 EnerGov may issue temporary Registration Codes to enable to the Customer's use of the EnerGov Software prior to receiving payment in full from the Customer in accordance with the terms of this Agreement. Any temporary Registration Codes issued will expire on the due dates listed above unless EnerGov has timely received each applicable payment on or before each applicable due date. Customer acknowledges and agrees that that the EnerGov Software will not operate in the event the temporary Registration Codes expire. EnerGov will issue Permanent Registration Codes only after payment is received in full.

1.3 EnerGov assumes no responsibility for delays caused by the United States Postal Service or any other delivery service.

1.4 Interest will be charged by EnerGov on overdue amounts not paid to EnerGov as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due.

New Payment Plan (Proposed)

Due Date	Amount	Description
Contract Signing	$115,791	20% - Initial Deposit (Item 4)
Pre-Installation Analysis	$115,791	20% due after pre-installation meeting (Item 21)
Project Reviews	$115,791	20% due upon project reviews/sign offs (item 48)
Training	$115,791	20% due after training completion (item 53)
EnerGov .NET Go-Live	57,894	10% due upon project completion (item 56)
Citizen Access / IVR Go-Live	$57,894	10% due upon project completion (item 70)

EXHIBIT C

TERMS AND CONDITIONS OF MAINTENANCE SERVICES

BACKGROUND

EnerGov Solutions, LLC, a Georgia limited liability company ("EnerGov"), has licensed to the City of San Buenaventura, a municipal corporation of the State of California ("Customer") certain of EnerGov's proprietary software in accordance with the Master Software License Agreement (the "Master Agreement"), to which this Exhibit is attached.

Customer desires to have EnerGov support such software and EnerGov desires to support such software for Customer under the terms and conditions set forth herein.

1. Support Services.

1.1 During the term for which Maintenance Services are provided under the Agreement, and subject to the terms and conditions of this Exhibit C, EnerGov shall provide the following Maintenance Services to the Customer with respect to any Software Program(s) licensed to the Customer:

1.1.1 Unlimited Phone Support. The Customer shall have unlimited access to phone support during the hours of operation by calling 1-888-355-1093, or a toll free number in use at the time requesting support. Hours of operation are 8am to 8pm (EST).

1.1.2 Unlimited Email Support. The Customer shall have unlimited access to email support by emailing support@energov.com, or a mutually agreeable email address designated for support. Email will be monitored only during normal hours of operation.

1.1.3 Free Upgrades. EnerGov shall make available to the Customer from time to time each Minor and Major Release of the Software Program(s) without additional charge to its customers who have continuously paid for Maintenance Services since Customer's initial purchase of all Software Program(s).

1.1.4 Remote Support. The Customer is entitled to dial in support during normal hours of operation. EnerGov will often utilize third party software products to dial into a client workstation. Examples of third party vendors are PC Anywhere and BLive. The Customer is not required to purchase any additional software or incur any expense to utilize this type of support. Customer agrees to install such third party software furnished by EnerGov as may be necessary to facilitate dial in support.

1.2 Response Time. EnerGov shall be responsible for the handling of all support issues, whether written or oral. All support issues are entered into the EnerGov tracking database and will be handled as efficiently as possible. Support issues that indicate an Error will be given higher priority and will be handled prior to non-critical issues. EnerGov will acknowledge Customer requests for support within four (4) hours of the receipt of such request during normal business hours. EnerGov does not guarantee a resolution time beyond the fact that it will work diligently to resolve all customer issues and concerns as quickly as possible.

1.3 Notwithstanding any other provisions in this Exhibit C, EnerGov shall provide Maintenance Services only with respect to the two (2) most recent Major Releases of any Software Program(s).

1.4 Title to all Releases, Error Corrections, fixes, enhancements, and other Proprietary Information shall be

subject to the Master Software Agreement governing the license for the Software Program(s) supported hereunder.

2. Out of Scope Problems.

2.1 EnerGov's obligation to provide Maintenance Services shall only include the Maintenance Services described in Section 1. Without limiting the foregoing, the following items are not included in the Maintenance Services:

(A) Errors resulting from breach of the software license, misuse, negligence, revision, modification, or other improper use by Customer or any other person or entity of the Software Program(s) or any portion thereof;

(B) Failure by Customer to timely install Error Corrections or Releases provided to Customer by EnerGov from time to time;

(C) Software Program(s) installed on any equipment other than the System or used with any software not specified in the applicable end user Documentation;

(D) Errors or other problems caused by viruses (unless said virus is a result of a breach of EnerGov's obligations under Section 6.5 of the Master Agreement);

(E) Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software; or

(F) On-site service visits to Customer's offices or other facilities.

2.2 Any time incurred by EnerGov in diagnosing or fixing problems that are not caused by the Software Program(s), or are not covered by the Maintenance Services obligations under this Exhibit C, are billable to the Customer at EnerGov's then-existing rates for such services with a one-hour minimum per call.

2.3. Any travel and expenses incurred in conjunction with out of scope support shall be billed to Customer at the Per Diem rate per Section 4.6 of the Master Agreement, and expenses shall be approved by Customer in advance.

3. Term of Support Agreement. The terms and conditions of this Exhibit C are effective upon execution of the Master Agreement, to which it is subordinate, and EnerGov's Maintenance Services obligations hereunder shall continue for a one (1) year term (the "Initial Term"), unless terminated earlier as provided for herein. Customer shall thereafter have the option to continue on a year-to-year basis, as specified by the City thirty (30) days prior to the anniversary date of the Master Customer Agreement or any renewal term. Notwithstanding the foregoing, (i) the Customer may terminate the Maintenance Services at any time by providing EnerGov with written thirty (30) days notice; and (ii) EnerGov may terminate the Maintenance Services in the event the Customer fails to timely pay any amounts due pursuant to this Support Agreement, providing that EnerGov may not terminate if Customer provides written notice of a dispute over the amounts due within and such dispute is still pending.

4. Fees for Maintenance Services. Customer shall pay to EnerGov the fees for the Maintenance Services ("Maintenance Fees") in the amounts set forth on Exhibit B attached to the Master Agreement. In the event that the Customer purchases additional licenses of any additional Software Program(s), the parties agree to amend the Master Agreement to add the additional Maintenance Fees related to such additional Software Program(s).

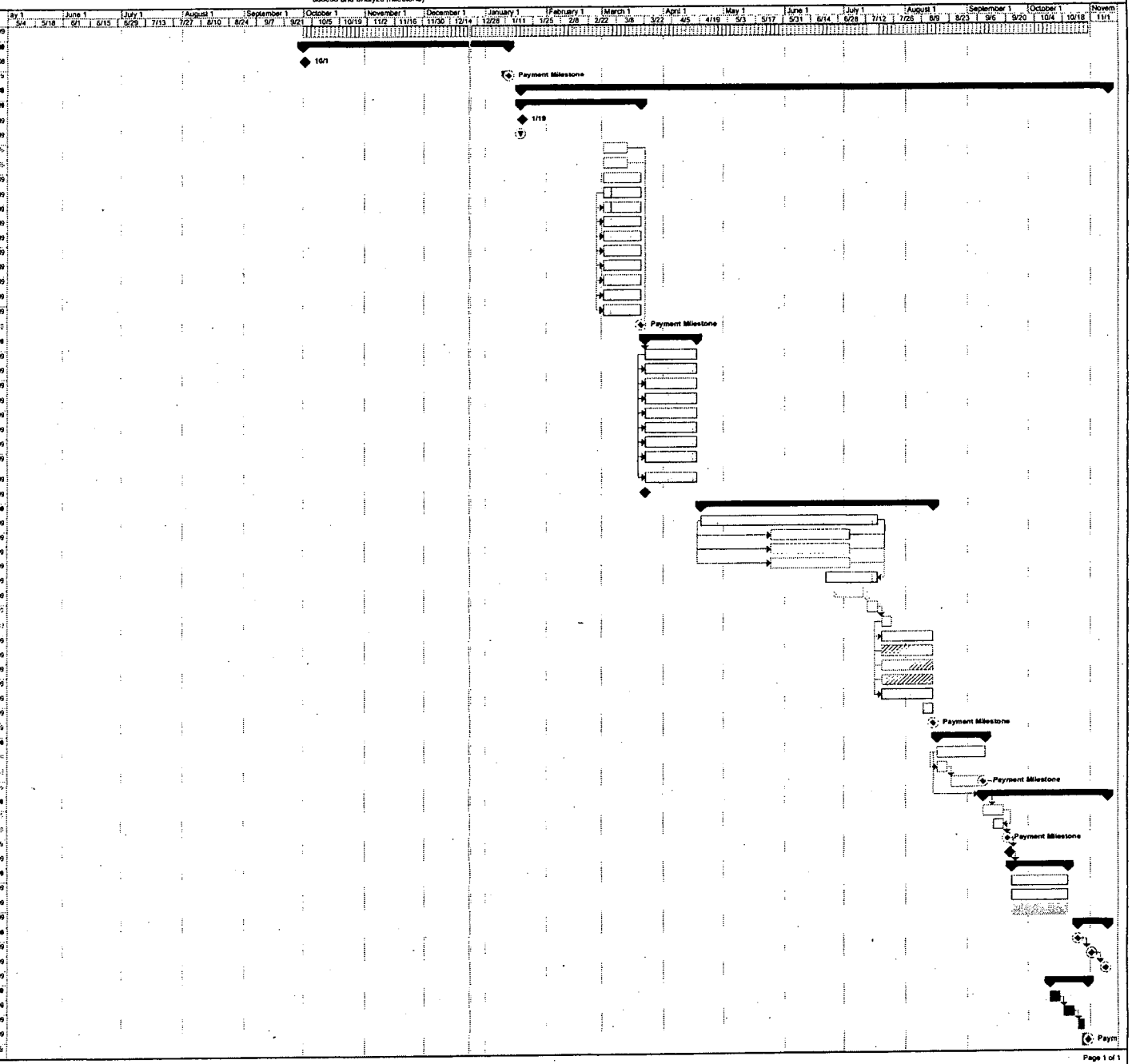
EXHIBIT D

PROJECT PLAN

City of Ventura, CA
Preliminary Project Plan

(Actual dates to be determined during assess and analyze milestone)

ID	Task Name	Start	Finish
1	**EnerGov .NET Enterprise Land Management Project**	Wed 10/1/08	Fri 10/30/09
2	**Contract Award / Negotiations Milestone**	Wed 10/1/08	Mon 1/12/09
3	Contract Award	Wed 10/1/08	Wed 10/1/08
4	Contract Approval / Signing	Mon 1/12/09	Mon 1/12/09
5	**Phase 1**	Mon 1/19/09	Mon 11/9/09
6	**Assess and Analyze Milestone**	Mon 1/19/09	Fri 3/20/09
7	Project discovery calls / Sales transition	Mon 1/19/09	Mon 1/19/09
8	Deploy Preinstallation Documents	Mon 1/19/09	Mon 1/19/09
9	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]
11	Identify & confirm project resources / team	Mon 3/2/09	Fri 3/20/09
12	Material Workflow identification	Mon 3/2/09	Fri 3/20/09
13	Finalize preliminary functional requirements	Mon 3/2/09	Fri 3/20/09
14	Finalize the implementation / Deployment strategy	Mon 3/2/09	Fri 3/20/09
15	Finalize the training logistics	Mon 3/2/09	Fri 3/20/09
16	Identify project risks	Mon 3/2/09	Fri 3/20/09
17	Identify & confirm system architecture	Mon 3/2/09	Fri 3/20/09
18	Identify & confirm hardware availability	Mon 3/2/09	Fri 3/20/09
19	Identify & confirm sources of data for integration	Mon 3/2/09	Fri 3/20/09
20	Identify & confirm IT project resources	Mon 3/2/09	Fri 3/20/09
21	Assessment Phase sign-off	Mon 3/2/09	Fri 3/20/09
22	**Define Milestone**	Mon 3/23/09	Fri 4/17/09
23	Analyze business requirements as it relates to the EnerGov functionality	Mon 3/23/09	Fri 4/17/09
24	Design project configuration architecture	Mon 3/23/09	Fri 4/17/09
25	Define user roles, rights and responsibilities	Mon 3/23/09	Fri 4/17/09
26	Address potential risks in project configuration	Mon 3/23/09	Fri 4/17/09
27	Identify any new processes to be implemented as a benefit to system	Mon 3/23/09	Fri 4/17/09
28	Finalize behavioral details of specific EnerGov features and functions to be implemen	Mon 3/23/09	Fri 4/17/09
29	Document findings and receive approval of the Project Definitions	Mon 3/23/09	Fri 4/17/09
30	Define necessary system source(s), valide data & import schedule in light of Agency's processes	Mon 3/23/09	Fri 4/17/09
31	Finalize integration/ data mapping requirements w/ EnerGov Data Services	Mon 3/23/09	Fri 4/17/09
32	Install EnerGov system software on agency network	Mon 3/23/09	Fri 4/17/09
33	**Configure Milestone**	Mon 4/20/09	Fri 8/14/09
34	EnerGov .NET Land Management Configuration	Mon 4/20/09	Fri 7/17/09
35	GIS integration / EnerGov GIS configuration	Mon 5/25/09	Fri 7/3/09
36	Data integration programming (data imports)	Mon 5/25/09	Fri 7/3/09
37	API / Systems interfacing programming, configuration & validation	Mon 5/25/09	Fri 7/3/09
38	Functional configuration validation	Mon 6/22/09	Fri 7/17/09
39	Preparation of user acceptance testing / reviews (UAT) phase	Fri 6/26/09	Fri 7/10/09
40	Onsite configuration / system reviews with project stakeholders	Mon 7/13/09	Fri 7/17/09
41	[illegible]	[illegible]	[illegible]
42	User Acceptance Testing (UAT) period	Mon 7/20/09	Fri 8/14/09
43	Finalize any needed user configurations	Mon 7/20/09	Fri 8/14/09
44	Test systems integrations	Mon 7/20/09	Fri 8/14/09
45	Validate data conversions (wsh check)	Mon 7/20/09	Fri 8/14/09
46	Refinement of business rules / systems configuration	Mon 7/20/09	Fri 8/14/09
47	Perform technical reconciliations / System configuration finalized	Mon 8/10/09	Fri 8/14/09
48	Final Configuration Sign-off	Fri 8/14/09	Fri 8/14/09
49	**Training Milestone**	Mon 8/17/09	Wed 9/9/09
50	Comprehensive Onsite End-User Training	Mon 8/17/09	Wed 9/9/09
51	[illegible]	[illegible]	[illegible]
52	[illegible]	[illegible]	[illegible]
53	**Transition / Production Milestone**	Wed 9/9/09	Mon 11/9/09
54	[illegible]	[illegible]	[illegible]
55	Promote System to Production (Go-Live Week)	Mon 9/14/09	Fri 9/18/09
56	Implementation Project Finalize / Project Sign-off	Mon 9/21/09	Mon 9/21/09
57	Hand-off to EnerGov Account Manager	Tue 9/22/09	Tue 9/22/09
58	Transition Phase - Support	Wed 9/23/09	Tue 10/20/09
59	Systems Support via Assigned Account Manager as needed	Wed 9/23/09	Tue 10/20/09
60	Assist Agency Admin with Business Tuning as required	Wed 9/23/09	Tue 10/20/09
61	Refresher or Advanced Training if required	Wed 9/23/09	Tue 10/20/09
62	Post Production Phase - Support	Mon 10/26/09	Mon 11/9/09
63	Weekly Wellness Checks w/EnerGov Account Manager	Mon 10/26/09	Mon 10/26/09
64	Weekly Wellness Checks w/EnerGov Account Manager	Mon 11/2/09	Mon 11/2/09
65	Weekly Wellness Checks w/EnerGov Account Manager	Mon 11/9/09	Mon 11/9/09
66	**Phase 2 - Citizen Access Portal / IVR Deployment**	Mon 10/12/09	Fri 10/30/09
67	Configure Milestone - Setup and Internal Reviews	Mon 10/12/09	Fri 10/16/09
68	Configure Milestone - UAT	Mon 10/19/09	Fri 10/23/09
69	Training Milestone	Mon 10/26/09	Wed 10/28/09
70	Transition / Production Milestone	Wed 10/28/09	Fri 10/30/09



revised proj plan 12-24.mpp

EXHIBIT E

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/09

PRODUCER
BB&T - Sidney O. Smith
200 Broad Street (30501)
PO Box 1357
Gainesville, GA 30503

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
ENERGOV SOLUTIONS, LLC
2763 MEADOW CHURCH RD. STE 220
DULUTH, GA 30097

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Insurance Comp	30104
INSURER B: Hartford Fire Insurance Company	19682
INSURER C: Sentinel Insurance Company, Ltd	11000
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 POLICIES 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		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	20SBAUT9181	10/09/08	10/09/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	20UEND5315	05/23/08	05/23/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		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	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	20WECRW4354	10/09/08	10/09/09	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A		OTHER E&O	20SBAUT9181	10/09/08	10/09/09	$2,000,000- Occurence $2,000,000 -Aggregate $10,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT PER GA LAW.

CERTIFICATE HOLDER
City of Ventura
501 Poli street Room 205
Ventura, CA 93002-0099

CANCELLATION
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
Lisa Matchabee

© ACORD CORPORATION 1988

THE HARTFORD - PRODUCTION STATUS CENTER
HARTFORD PLAZA, NP-6-1
HARTFORD, CT 06115

20 SBA UT9181

THE HARTFORD

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

*21000201T9181030S 03687

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 20 SBA UT9181 SA
CHANGE NUMBER: 002
CHANGE EFF DATE: 01/27/09

ROUTING INSTRUCTIONS

_SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

MAKE AND SEND COPIES TO:

_CAPE DEPT.

POLICY FACE SHEET

81
91 INSURED:
UT HARTFORD UNDERWRITERS INSURANCE COMPANY
SBA

CHANGE NO.: 002
CHANGE EFF DATE: 01/27/09

POLICY NO. 20 SBA UT9181 SA RECORDS RETENTION - PERMANENT

DECLARATIONS
ITEMS

1. NAMED INSURED AND MAILING ADDRESS:

ENERGOV SOLUTIONS, LLC
2763 MEADOW CHURCH RD. STE 220
DULUTH, FULTON
GA. 30097

2. POLICY PERIOD:

10/09/08	10/09/09	1
INCEPTION	EXPIRATION	YEAR

AGENT'S CODE: 260281
AGENT'S NAME: BB&T INSURANCE SERVICES INC

PREVIOUS POLICY NO. 20 SBA UT9181

3. THE NAMED INSURED IS: LIMITED LIAB CORP

POLICY STATUS: ACTIVE
LOB LEVEL OF SUPPORT: SP-S
TRADEMARK: NON-PAR
MARKET SEGMENTATION: 830

AUDIT PERIOD: ANNUAL
SELECT CUSTOMER
DIRECT ACCOUNT BILL NUMBER - 12062804
DEDUCTIBLE
LOSS PAYEE
ADDITIONAL INSURED(S)
PARTICIPATING

AUTOMATICALLY BOOKED
CODING ENTRY NOT REQUIRED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 20 SBA UT9181 SA

COPY

Named Insured and Mailing Address; ENERGOV SOLUTIONS, LLC

2763 MEADOW CHURCH RD. STE 220
DULUTH GA 30097

Policy Change Effective Date: 01/27/09

Effective hour is the same as stated in the Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: BB&T INSURANCE SERVICES INC
Code: 260281

POLICY CHANGES:

HARTFORD UNDERWRITERS INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

POLICY NUMBER: 20 SBA UT9181

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

FLORENCE COUNTY
180 N IRBY STREET
CITY-COUNTY COMPLEX
FLORENCE, SC 29501

CITY OF VENTURA
501 POLI STREET ROOM 205
VENTURA, CA 93002-0099

PRODUCER'S FACT SHEET

NAMED INSURED: ENERGOV SOLUTIONS, LLC

POL #: 20 SBA UT9181 SA

PRODUCER'S NAME: PRODUCER'S CODE: 260281
BB&T INSURANCE SERVICES INC

POL EFF DATE: 10/09/08 POL EXP DATE: 10/09/09 TRANS EFF DATE: 01/27/09

DIRECT ACCOUNT BILL NUMBER - 12062804

TRANSACTION TYPE: ENDORSEMENT CHANGE NO.: 002

ENDORSEMENT PREMIUM: $0.00

NON-PREMIUM BEARING

FORM	TITLE
SS 12 11 04 05	POLICY CHANGE
IH 12 00 11 85	ADDITIONAL INSURED - PERSON-ORGANIZATION

PRODUCER'S FACT SHEET PAGE 1
02/06/09 20 SBA UT9181 SA (10/09/09)

EXHIBIT F

PRIVACY PROVISIONS

Pursuant to these privacy provisions, and any other applicable laws concerning personal information, including, but not limited to, the California Public Records Act (Government Code Sections 6250-6270), the Health Insurance Portability and Accountability Act (HIPAA) privacy guidelines, the Online Privacy Protection Act of 2003, (California Business and Professions Code Sections 22575-22579, etc., Vendor represents, warrants and covenants that:

- it will process, use, maintain and disclose personal information only as necessary for the specific purpose for which this information was disclosed to it and only in accordance with the Agreement;

- it will not disclose any personal information to any third party (including to the subject of such information) or any person who does not have a need to know such personal information;

- it will implement and maintain an appropriate written information security program, to (a) ensure the security and confidentiality of all information provided to it by City, including personal information (collectively, the "information"), (b) protect against any threats or hazards to the security or integrity of information, including unlawful destruction or accidental loss, alteration, and any other form of unlawful processing, and (c) prevent unauthorized access to, use, or disclosure of the information;

- it will immediately notify City in writing if it becomes aware of (a) any disclosure or use of any information by it or any of its representatives, employees, or agents ("representatives") in breach of this Agreement, (b) any disclosure of any information to it or its Representatives where the purpose of such disclosure is not known, (c) any request for disclosure or inquiry regarding the information from a third party and (d) any change in applicable law that is likely to have a substantial adverse effect on Vendor's ability to comply with this Agreement;

- it will cooperate with City and the relevant supervisory authority in the event of litigation or a regulatory inquiry concerning the information and shall abide by the advice of City and the relevant supervisory authority with regard to the processing of such information;

- it will enter into further agreements as requested by City to comply with the law from time to time;

- it has no reason to believe that any applicable law will prevent it from fulfilling its obligations under this Agreement;

- at City's direction at any time, and in any event upon any termination or expiration of the Agreement, it will immediately return to City any or all information and will destroy all records of such information;

- it will cause its Representatives to act in accordance with this Agreement;

- upon completion or termination of the Agreement, it will return to City any or all applicable information which is not necessary for the performance of another event or service or destroy all records of such information; and

- to the extent that the personal information is subject to Privacy Laws, data subjects may enforce the provisions of this Agreement as a third-party beneficiary against it with respect to their personal information.

City reserves the right to review Vendor's policies and procedures used to maintain the security and confidentiality of information, including auditing Vendor and its Representatives concerning such policies and procedures. The provisions of this Exhibit are in addition to, and will not be construed to limit any other confidentiality obligations under, this Agreement. Any exclusion from the definition of Confidential Information contained in this Agreement will not apply to personal information.

"Personal information" means: (i) personally identifiable information about or relating to any former, current, or prospective City (or representatives of City), employee of City, or any other party with respect to whom City maintains information, in each case, which the Vendor receives or otherwise has access to (the "Covered Parties"); and (ii) any list, description, or other grouping of information of Covered Parties (and publicly available information pertaining to them) that is derived using any personally identifiable information. "City" means the City of San Buenaventura and/or its Affiliates, as the context requires.

EXHIBIT G

SOURCE CODE ESCROW AGREEMENT

THREE-PARTY ESCROW AGREEMENT

This Technology Escrow Agreement ("Agreement") among Escrow Associates, LLC ("Escrow Associates"), City of San Buenaventura, California ("Beneficiary") and EnerGov Solutions, LLC ("Depositor") is effective on this _____ day of _____ (the "Effective Date").

Recitals

Whereas, Depositor licenses technology to Beneficiary in the form of software object code (the "Software") pursuant to a Master Computer Software License Agreement ("License Agreement"). The source code is defined as the Software in source code form, including all relevant documentation and instructions necessary to maintain, duplicate, and compile the source code (the "Source Code"). The Source Code is necessary to maintain and support the Software as defined in the License Agreement. The Source Code and any other components Depositor provides which are related to building and maintaining the Software identified on Exhibit B (as the same may be modified herein) are hereafter referred to collectively as the deposit materials ("Deposit Materials").

Whereas, the purpose of this Agreement is to protect Depositor's ownership and confidentiality of the Deposit Materials and to protect Beneficiary's legitimate use of the Deposit Materials as defined by the License Agreement. Further, this Agreement is intended to provide for certain circumstances under which Beneficiary shall be entitled to receive the Deposit Materials held in escrow by Escrow Associates to continue its legitimate use and support of the Software.

Whereas, Beneficiary and Depositor hereby designate and appoint Escrow Associates as the escrow agent under this Agreement. Escrow Associates hereby accepts such designation and appointment and agrees to carry out the duties of escrow agent pursuant to the terms and provisions of this Agreement. Escrow Associates is not a party to, and is not bound by, any agreement that might be evidenced by, or might arise out of, any prior or contemporaneous dealings between Depositor and Beneficiary other than as expressly set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Deposit Materials

(a) Initial Deposit - Depositor shall submit the initial Deposit Materials to Escrow Associates within sixty (60) days of the Effective Date or sixty (60) days after development of the Deposit Materials is completed. Depositor shall complete and deliver with all Deposit Materials a form as shown herein as Exhibit B, which shall then become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of the initial Deposit Materials. Escrow Associates has no obligation with respect to the initial Deposit Materials for delivery, functionality, completeness, performance or initial quality.

(b) Deposit Material Updates - Depositor shall submit updates to the initial Deposit Materials to Escrow Associates within sixty (60) days of any material modification, upgrade or new release of the Software. Depositor shall complete and deliver with all updates to the Deposit Materials an amended Exhibit B form, which shall additionally become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of updates to the Deposit Materials. Escrow Associates has no obligation with respect to the updates to the Deposit Materials for delivery, functionality, completeness, performance or initial quality.

(c) Electronic Deposit – In the event Depositor elects to utilize electronic means to transfer the Deposit Materials to Escrow Associates, whether through a service provided by Escrow Associates or other means, Escrow Associates shall not be liable for transmissions that fail in part or in whole, are lost, or are otherwise compromised during transmission. Furthermore, Escrow Associates shall not be liable for any subsequent services that may or may not be delivered as a result of a failed transfer. Escrow Associates shall not be liable to Depositor or Beneficiary for any encrypted update, or any part thereof, that is transmitted over the Internet to Escrow Associates' FTP Site but is not received in whole or in part, or for which no notification of receipt is given.

(d) Duplication of Deposit Materials - Escrow Associates may duplicate the Deposit Materials only as necessary to comply with the terms of this Agreement. Escrow Associates at its sole discretion may retain a third party for the purpose of duplicating the Deposit Materials only as necessary to comply with the terms herein. All duplication expenses shall be borne by the party requesting duplication.

(e) Deposit Material Verification - Escrow Associates may be retained by separate agreement or by alternative means, to conduct a test of the Deposit Materials to determine the completeness and accuracy of the Deposit Materials. Escrow Associates shall not be liable for any actions taken on the part of any third party with regards to the Deposit Materials.

2. Term

(a) Term of Agreement – The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein.

(b) Termination of Agreement – This Agreement may be terminated by written mutual consent of Depositor and Beneficiary provided that one of the following occurs:

i. The License Agreement has been terminated or has expired, or
ii. All Deposit Materials have been released in accordance with the terms hereof.

(c) Termination for Non-Payment – In the event that full payment of any or all fees due to Escrow Associates under this Agreement have not been received by Escrow Associates within thirty (30) days of the date payment is due, Escrow Associates will notify all parties hereto of the delinquent fees. If the delinquent fees are not received within thirty (30) days of the delinquency notification, Escrow Associates shall have the right to terminate this Agreement and destroy the Deposit Materials.

(d) Return of Deposit Materials – Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 6 herein, Escrow Associates shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due Escrow Associates are paid in full. If two (2) attempts to return Deposit Materials via commercial courier to Depositor fail or Depositor does not accept the Deposit Materials, Escrow Associates shall destroy the Deposit Materials.

3. Fees

(a) Payment - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, Escrow Associates will submit an initial invoice to Beneficiary and Depositor for amount shown on Exhibit A attached hereto. If payment is not received, Escrow Associates shall have no obligation to perform its duties under this Agreement. Beneficiary and Depositor agree to pay to Escrow Associates all additional fees for services rendered related to this Agreement as shown on Exhibit A. The fee for any service that is not expressly covered in Exhibit A shall be established by Escrow Associates upon request. All fees are due in advance of service and are non-refundable. Escrow Associates may amend Exhibit A at any time upon sixty (60) days written notice to Beneficiary and Depositor.

(b) Currency - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by Escrow Associates.

4. Indemnification - With the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Escrow Associates, Depositor and Beneficiary shall, jointly and severally, indemnify and hold harmless Escrow Associates and each of its directors, officers, agents, employees, members and stockholders ("Escrow Associates Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Escrow Associates Indemnitee in connection with this Agreement

or the performance of Escrow Associates or any Escrow Associates Indemnitee hereunder.

5. Depositor's Representations and Warranties

(a) The Deposit Materials as delivered to Escrow Associates are a copy of Depositor's proprietary information corresponding to that described in Exhibit B and are capable of being used to generate the Software. Depositor shall update the Deposit Materials as provided for in the License Agreement and/ or as provided for herein. The Deposit Materials shall contain all information necessary to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Deposit Materials.

(b) Depositor owns the Deposit Materials and all intellectual property rights therein free and clear of any liens, security interests, or other encumbrances.

6. Release of Deposit Materials

(a) Release - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 6 is followed and:

i. Depositor notifies Escrow Associates in writing to effect such release; or
ii. Beneficiary makes written request to Escrow Associates; and
    a. Beneficiary asserts that Depositor has failed in a material respect under the License Agreement; or
    b. Beneficiary asserts that Depositor has ceased all business operations without a successor or assign; or
    c. Beneficiary asserts that Depositor has filed for bankruptcy protection; and
    d. Beneficiary includes a written statement that the Deposit Materials will be used in accordance with the terms of the License Agreement; and
    e. Beneficiary includes specific instructions for the delivery of the Deposit Materials.

(b) Depositor Request for Release - If the provisions of Section 6(a)(i) are met, Escrow Associates will release the Deposit Materials to Beneficiary within ten (10) business days.

(c) Beneficiary Request for Release - If the provisions of Section 6(a)(ii) are met, Escrow Associates will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections to the release known to Escrow Associates in writing. If after thirty (30) days Escrow Associates has not received any written objection from Depositor, Escrow Associates shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

(d) Depositor Objection to Release - Should Depositor object to the request for release by Beneficiary in writing, Escrow Associates shall notify Beneficiary in writing within ten (10) business days of Escrow Associates receipt of said objection and shall notify both parties that there is a dispute to be resolved pursuant to Section 7 (Arbitration) of this Agreement. Escrow Associates will continue to hold the Deposit Materials without release pending (i) joint instructions from Depositor and

Beneficiary; (ii) dispute resolution according to Section 7 (Arbitration); or (iii) order from a court of competent jurisdiction.

(e) Grant of License to Deposit Materials – As of the Effective Date, Depositor hereby grants to Beneficiary, a non-exclusive, worldwide, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by Escrow Associates under this Section, for the sole purpose of continuing the benefits afforded to Beneficiary under this Agreement, including the development of patches and upgrades solely for Beneficiary's internal use.

(f) Restrictions on Use – The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with, and for the purposes of, this Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 8, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

7. Arbitration - Except as expressly provided for herein, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in Atlanta, Georgia by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositor and Beneficiary jointly agree to reimburse Escrow Associates for any and all costs incurred as a result of any Arbitration including attorney's fees. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party.

8. Confidentiality – Except as otherwise required to carry out its duties under this Agreement, Escrow Associates shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor.

9. Limitation of Liability - Under no circumstance shall Escrow Associates be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if Escrow Associates has been apprised of the possibility of such damages. In performing any of its duties hereunder, Escrow Associates shall not incur any liability to any party for any damages, losses, or expenses, except for willful misconduct or gross negligence on the part of Escrow Associates, and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which Escrow Associates in reasonably good faith believes to be genuine.

10. Notices – Notices shall be deemed received on the third business day after being sent by first class mail, or on the following day if sent by commercial express mail. All

notices under this Agreement shall be in writing and addressed and sent to the person(s) listed in the space provided below:

Depositor

Contact: Mark Beverly Title: Executive Vice President
Address: 2763 Meadow Church Road, Suite 220
City, State, Zip: Duluth, Georgia 30097
Telephone: 888-355-1093 Fax: 678-474-1002
Email: mbeverly@energov.com

Beneficiary

Company: City of San Buenaventura, California
Contact: _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____

Billing Contact: _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____
Purchase Order (if applicable): _____

Escrow Associates, LLC
Attn: Contracts Administration
1303 Hightower Trail, Suite 220
Atlanta, GA 30350 USA
Telephone: 800-813-3523
Fax: 770-518-2452
Email: info@escrowassociates.com

11. Miscellaneous

(a) Counterparts - This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(b) Entire Agreement - This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.

(c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the parties. The terms and provisions of the License Agreement, as the same may be modified by the terms and provisions hereof, shall

continue in full force and effect and be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

(d) Modification - This Agreement shall not be altered or modified without the express written consent of all parties.

(e) Bankruptcy Code - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the parties) to the License Agreement pursuant to Title 11 United States Bankruptcy Code Section 365(n).

(f) Survival of Terms - All obligations of the parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 2 (Term), 3 (Fees), 4 (Indemnification), 7 (Arbitration), 9 (Limitation of Liability), and 11 (Miscellaneous) which shall survive the termination of this Agreement for any reason.

(g) Governing Law - This Agreement shall be governed by the laws of the state of Georgia.

(h) Time of the Essence - Time is of the essence in this Agreement.

(i) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials except as permitted with respect to assignment of Beneficiary's rights under the License Agreement.

(Signatures are on following page. Remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

EnerGov Solutions, LLC

Signature: Mark A. Beverly

Name: Mark A. Beverly

Title: Exec Vice Pres

Company: EnerGov Solutions

Date: 2/16/09

Contract Negotiated by: Mark A. Beverly

Negotiator Telephone: 678. 474. 1004