



City of Ocala, Florida Legislative Management Annual Contract

2/24/17

Dana Dant
Account Manager
(212) 430-4733
ddant@accela.com



Products and Services

Annual Subscriptions			
Product Code	Product Name	Qty	Total Price
SR60CSTT14CI001	Civic Streaming Audio Software	1	7,704.00
SR60CSTT18CI001	Agenda & Minutes	1	57,780.00

Grand Total Fees: USD 65,484.00

Accela Legislative Management Order Detail

General Information	
Customer Name	City of Ocala
Customer Contact	
Customer Address	110 SE Watula Avenue, Ocala, FL 34480

Agreement Terms	
Contract Term	12 Month
Term Start	4/1/17
Term End	3/31/18

Payment Terms	
Grand Total Fees will be invoiced on the last signature date of this Order.	
Payment Due	Net 30 days from invoice date
PO Required? (Y/N): N	PO# (If required) \

Transcription and Agenda Services provided for the following:
Airport Advisory Board, Audit Committee, City Council, Community Redevelopment Area Agency Board (CRA), Firefighters' Pension Board, General Employee Pension Board, Investment Committee, Municipal Arts Commission, Municipal Code Enforcement Board, Special Magistrate, Golf Advisory Board, Tennis Advisory Board, Recreation Commission

Agenda and minute uploading and hosting services provided for the following:
Ocala Historic Preservation Advisory Board, Police Officers' Retirement System Board, Board of Adjustment, Planning & Zoning Commission, and Utility Advisory Board



Terms and Conditions

1. IMPORTANT NOTICE TO USER: Accela, Inc. ("Accela") owns all intellectual property in the software products listed in the Products and Services section (collectively "Software") in this Order Schedule. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of ~~California~~ Florida.

2. Software License. The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. Continued Services

3.1 Updates and Renewals. If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Accela. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by Accela.

3.2 Hosting. Accela agrees to maintain Customer data in a secure datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

3.3 Ownership of Data. All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Accela will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD.

4. Payment Terms & Fees

4.1 Term and Termination. Unless otherwise stated above in the Order Detail of this order schedule, Subscription terms are twelve (12) calendar months in duration. The initial Term of this Agreement is effective as of the Term Start date and will continue for 12 months unless otherwise stated in the order detail. At the end of the initial term, Customer's subscription will renew upon written consent, or by the furnishing of a purchase order, for an additional 12 month term. Provided Accela notifies Customer not less than sixty (60) calendar days prior to the end of said prior term, Accela reserves the right to increase the annual fees by 3% on the anniversary date of each annual term.

4.2 Payment Terms. Payment Terms are **NET 30** Days from the invoice date. Payments for renewal periods are due by the first day of the renewal term.

4.3 In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.

4.4 On-Site Support and Expenses. Should on-site support requiring travel by Accela staff be requested by Customer, Accela will provide on-site assistance at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue and will be billed at cost and invoiced separately.

4.5 Hardware. Hardware, if any, is provided at no additional cost. Accela does not warrant any hardware. Should Accela furnish encoder hardware as part of the Civic Streaming (fka MediaTraq) video streaming service, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Accela's services is to be returned to Accela upon termination of associated services.



5. Limitation of Liability. Accela will, at all times during the Agreement, maintain appropriate insurance coverage. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

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

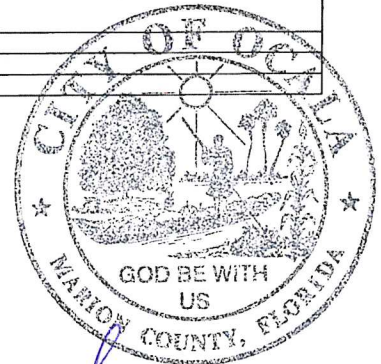
This Order Schedule is entered into between Customer and Accela. Customer accepts and agrees to adhere to the Terms and Conditions with this order schedule, will be referenced as the "Agreement." This Agreement between Customer and Accela, which Customer hereby acknowledges and accepts, constitutes the entire agreement between Accela and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

Other Terms	
Contract Term	
Special Terms	

Accounting Payable Contact Information	
First Name:	Last Name:
Title:	
Email Address:	
Phone Number:	

Signature Section			
Vendor	Accela, Inc.	Client	City of Ocala, FL
Signed By	<i>[Signature]</i>	Signed By	<i>[Signature]</i>
Date	6/6/17	Date	7-18-17
Title	SVP/GM	Title	Council President
Name (Print)	Daryl Blowes	Name (Print)	Brent B. Malever

Additional Signatures (Optional)			
Client	City of Ocala, FL	Client	City of Ocala, FL
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	



Approved as to form and legality

[Signature]
G. Gilligan, City Attorney

W. James Gooding III
Assistant City Attorney

ATTEST:

[Signature]
Angel B. Jacobs, City Clerk

RECEIVED BY CITY COUNCIL
[Signature]
DATE
OFFICE OF THE CITY CLERK