



## **Statement of Work**

### **Adams County, CO Electronic Document Review (EDR) & Accela Citizen Access (ACA) Implementation**

1/11/2016

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## Document Control

Date	Author	Version	Change Reference
11/2/15	Mark Parthum	1.0	Initial
12/18/15	Mark Parthum	1.1	Added County Compliance language in Appendix B
1/11/2016	Mark Parthum	1.2	Accela Legal has approved of adding language in Appendix B. Modified Work Description per Accela Professional Services management feedback.



## Overview

The following Statement of Work will detail how Accela will provide you with Professional Services consulting.

This Statement of Work ("SOW") dated 1/11/2016 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela ("Accela") to Adams County, CO ("Agency").

## Work Description

Accela will work with Agency staff to implement and configuration of Electronic Document Review (EDR). In addition to implementing and configuring EDR, Accela will optimize Accela Citizen Access for online applications that allow for submittal of documents. Configuration of both Accela products will be done according to the requirements set forth by the Agency during the Analysis Phase. The specific scoping points can be found in Appendix A.

## Project Schedule

The termination of this project is nine (9) months from the date of execution.

Due to the compressed nature of the project schedule, if an Agency-based delay puts the project on hold more than one (1) month, Accela reserves the right to charge project carrying fees. This cost covers project planning efforts, resource allocation, and general Project Management hours to manage change in the project plan.

## Payment Terms

Payment Schedule:

Accela will perform the Services with an agreement that 50% of fees are billable upon Accela's receipt of the signed quote and Agency purchase order. Final 50% of fees are billable upon Agency Electronic Document Review Go Live. Fees are based on: the nature and scope of the Services and associated Deliverables outlined in Appendix A, the expected staffing requirements, project schedule, Accela's and Customer's roles and responsibilities and the other assumptions set forth in this SOW. Accela's total price to perform the Services and provide the Deliverables described in Appendix A is **\$48,210.00** exclusive of taxes and expenses.

Projects put on-hold past the term of this project will not result in a refund.



#### Expenses:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Accela expense policy. Accela will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Accela will work with Customer to manage and control its expenses in accordance with Accela's global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past Accela engagement experience.

Based on the assumption that there will need to be 2 onsite trips at an estimated \$2,522.50 each, the travel expense not to exceed budget estimate is **\$5,045.00**. Should the customer require more onsite trips than the assumption above, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips.

#### Contract Sum

The total amount payable under this agreement is therefore **\$53,255.00** including travel expenses.

Initial 50% for Professional Services	\$24,105.00
Final 50% for Professional Services	\$24,105.00
Estimated Travel & Expenses	\$5,045.00
<b>Total</b>	<b>\$53,255.00</b>

#### Change Order

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency, and should this slippage result in material effort to Accela in excess of the hours provided for in this document, Accela will produce a change order for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within ten (10) business days of delivery to avoid a halt of work on the engagement.

## General Assumptions


- Scope is based on discovery sessions with Agency prior to the SOW development.
- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Coding not specifically described in this document is the responsibility of Agency.
- Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Agency will commit project sponsors and all necessary stakeholders and SME's during the project kickoff.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order.
- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.
- Invoices are due net 30 of the invoice date.



**Acceptance:**

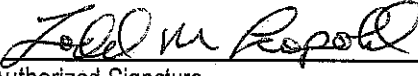
Accepted By:

ACCELA, INC.


DocuSigned by:  
  
 F148E608AF2F480...  
 Authorized Signature  
 John Schomp  
 Name - Type or Print  
 Director, Services  
 Title  
 1/15/2016  
 Date

Accepted By:

Adams County, CO

  
 Authorized Signature  
 Todd M Leopold  
 Name - Type or Print  
 County Manager  
 Title  
 2/2/16  
 Date

Appendix A follows

APPROVED AS TO FORM  
 COUNTY ATTORNEY  




## Appendix A: Specific Scoping Details and Assumptions

### Project Management and Oversight

Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Accela will provide Project Management services throughout the project. Generally these services include the following:

- Project plan management using Microsoft Project 2013,
- Project document management using Accela Hosted project site,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management (to include staffing the team at the initial outset of the contract),
- Executive project oversight and quality assurance.

By mutual agreement, some project management tasks may be shared between the Accela Project Manager and the Agency Project Manager. Project Management tasks may be done remotely, at Accela's discretion.

### Electronic Document Review

This section describes the tasks, responsibilities and assumptions that will enable submissions, review and markup of documents for up to 2 business processes (workflows) within the Agency's current configuration. Accela will work with the Agency to identify business requirements for EDR configuration:

- Documents that will be submitted online through Accela Citizen Access and Accela Automation as part of the review process.
- Agency workflows associated with the document review process.
- Requirements for workflow tasks / statuses / assignments for each role (e.g. intake personnel, plan reviewers, plan processors / approvers, etc.) in support of Agency workflow.
- Versioning of documents submitted / reviewed.
- Process steps within the Agency's workflow associated with reviewing the plan.
- Requirements for notifications via email.
- Stamps to be used on submitted documents.
- Buttons to be used to quickly access Web-based regulatory codes.
- Information that will be exposed to the public via Accela Citizen Access.

### Project Assumptions

- In support of the project, the Agency will:
  - Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
  - Adhere to agreed-upon timelines for deliverable review and acceptance.
  - Provide timely and appropriate responses to Accela's request for information.
  - Provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Accela accepts full responsibility for the actions of its representatives while on County information and communications technology resources.
- The Agency will leverage in-place procedures for storage of documents in Accela Automation (integration with eDocs).



- Agency will purchase and will install Adobe Pro X or XI software on workstations prior to training and testing.
- The project will include work in two environments, Non-Production and Production.
- Agency is using Accela Civic Platform version 7.3.3.x

## Tasks

The Accela Electronic Document Review implementation is comprised of the activities that will enable the submission, review, and markup of documents to work effectively given the Agency's configuration of Accela Automation. Accela will conduct the following activities in support of the implementation:

- **Installation.**
  - Accela Responsibilities:
    - Accela will install Accela Electronic Document Review (EDR) and Adobe Acrobat configuration files on up to 2 workstations.
      - This work can be done remotely. Additionally, Accela will perform the install on at least one workstation via Webex with Agency staff as a training exercise.
  - Agency Responsibilities:
    - Prior to Accela's configuration of Accela Electronic Document Review, the Agency will have installed .Net Framework 4.0 Client Profile, Microsoft Silverlight, and Adobe Acrobat Pro X or XI software. Adobe Acrobat Pro must be purchased and installed separately for each Agency user who will be interacting with Accela Electronic Document Review for plan review and markups. The Agency will use the standard Accela installation for Adobe.
  - Assumptions:
    - The Agency will have integration with eDocs installed and configured prior to the contract period of performance.
    - The Agency is upgrading to Accela Automation 7.3.3 prior to the contract period of performance.
- **Analysis.** Accela will work with the Agency to understand its document submission and approval process for up to two (2) processes in order to enable the Accela Electronic Document Review configuration to work effectively with the Agency's workflow. Accela will work with the Agency to identify and review:
  - The up to two (2) selected EDR business processes/workflows for inclusion in this effort:
    - Accela will meet with the Agency on-site for initial analysis of the processes, as well as conduct follow up meetings to clarify any requirements.
    - Accela will produce an Accela Electronic Document Review Specifications Document as the basis for configuration.
  - Agency Responsibilities:
    - The Agency will review the documents to ensure the business requirements needed for configuration were properly captured.
    - Agency shall review the configuration documentation submitted by Accela within ten (10) County work days of notification. County shall respond "Accepted," "Accepted with Minor Issues", or "Not Accepted Due to..."
  - Assumptions:
    - The Agency will select decision makers to approve the documents and make them available so as not to delay the schedule.
    - This is scoped to assume that the use of the current shared workflows across record types does not change (example: multiple record types use the same workflow code).
- **Configuration.** Accela will configure to allow for electronic document review in the Agency's current workflows.
  - Accela Responsibilities:





- Potential items for Accela to configure to enable EDR:
        - Standard choices: Document Status, Document Review Status, Virtual Folders, EDMS
        - User Groups: activate FIDs to allow for EDR
        - Attachments: Document group codes and document types
        - Workflow: Add/edit workflow tasks to allow for Plans Distribution and Plans Consolidation (if necessary)
        - Record/Application Type: Set document group code
        - Workflow email notifications: setup notifications (WTUA scripts referenced below or classic workflow email notifications)
        - EDMS security policy: set document security for Public Users
        - Checklists: create document review checklists (if necessary)
      - Accela will use the Accela Electronic Document Review Specifications Document as the basis for configuration.
    - Agency Responsibilities:
      - The Agency will make any adjustments to existing workflow tasks that are not directly needed to facilitate EDR but are determined during Analysis that are needed. (for example: Permit Issuance).
    - Assumptions:
      - Due to the volume of record types to configure, it is expected that they will be broken into subsets. Accela will demonstrate working functionality on one of these subsets before continuing with the remaining configuration.
      - Configuration does not include adjustments to fee schedules.
      - EDMS (eDocs) will be configured and operable in AA prior to configuration.
- **EDR Scripting.**
  - Accela Responsibilities:
    - Accela will provide 4 Module level scripts. Here are four common examples. The Agency and Accela will mutually agree on the 4 module level EMSE scripts to develop.
      - 1) WorkflowTaskUpdateAfter (WTUA): Email the applicant when revisions/resubmittals are required OR when the application is approved.
      - 2) DocumentUploadAfter (DUA): When awaiting a revision/resubmittal, when the document is uploaded, the workflow task status for Application Submittal will be updated AND optionally the Agency staff can be notified.
      - 3) DocumentReviewUpdateAfter (DRUA): When the Document Review Status is modified it will automatically update the Plan Review workflow task, alleviating the staff from having to update both.
      - 4) DocumentUploadBefore (DUB): Applicants are not allowed to upload new documents through ACA when the record's application status is "In Review".
      - These scripts are built once and then repeated across modules as desired. We change the variables across modules.
        - They assume the variables of application status or workflow task status are consistent for the Module for all workflows.
  - Agency Responsibilities:
    - The Agency will provide Accela access to configure the above items.
    - The Agency will provide approval for the use of the above scripts. Any scripts required beyond the scope will require a change order.
  - Assumptions:
    - The creation/configuration of Accela Electronic Document Review scripts will build on the configuration, record types, and workflow tasks the Agency already has in place and allow for



- modifications to the document review process. The Agency can elect to modify their existing workflows to better accommodate scripting, but will do so at the risk of the schedule.
- Where applicable Accela will recommend Module level scripts instead of record type specific scripts.
- **Training for Configuring work stations and EDR Administration.**
    - Accela Responsibilities:
      - Accela will train the Agency's Information Technology staff on configuring workstations (two) and modifying portlet displays to accommodate Accela Electronic Document Review so that they may deploy any changes according to Agency standards.
      - Accela will provide EDR admin knowledge transfer via a one hour webex session using the Agency's Non-Production environment. Accela can record the session for future viewing by the Agency.
    - Agency Responsibilities:
      - The Agency is responsible for installing EDR software and required dependencies on all workstations (in excess of the 2 workstations that Accela is installing/configuring).
    - Assumptions:
      - Software dependencies will be installed prior to any configuration or training.
      - Accela will leverage our custom Adobe buttons for EDR and provide training/instruction on the setting them up for each user's Adobe profile.
        - Custom Adobe buttons include: Publish, Check In, Get Updates, and E-Codes
  - **End-User Training.**
    - Accela Responsibilities:
      - Prior to UAT, Accela will train a core project team (assuming about 8 users) that will be conducting User Acceptance Testing (UAT). This typically includes IT staff, Application Intake, Plan Reviewers, and staff communicating with the customers about Acceptance/Revisions Required/Denied. Topics include:
        - attaching documents via Accela Citizen Access and Accela Automation,
        - searching for documents,
        - and reviewing and annotating documents
          - Using ComparA and the overlay feature
      - The training will describe how to leverage Adobe Acrobat in support of Accela Electronic Document Review including:
        - accessing and using the tools for annotations and markups,
        - setting default names for and colors for authors of comments,
        - and using stamps
      - Accela will provided an end user training guide.
      - Provide 4 hours of end-user training. 8 max participants in the session.
      - Provide 4 hours of stamp and button development training. 8 max participants in the session.
        - Accela will show how to develop two stamps as a training exercise:
          - Static (ex. Approved or Rejected)
          - Static with dynamic text (ex. date)
    - Agency Responsibilities:
      - The Agency will provide suitable facilities, hardware, software and supporting equipment required for training – including fully configured workstations.
      - Creation of additional Adobe activities (stamps and buttons).
    - Assumptions:
      - Training participants will already have been trained in Accela Automation.
      - Training will focus on leveraging the functionality of Accela EDR and assumes that users are familiar with the basic functionality of the Adobe Acrobat software.



- The training schedule will be drafted based on mutual agreement of Accela and the Agency. Additionally, Accela and the Agency will mutually agree to conduct on-site or remote training to accomplish the end user training goals.
    - Training will be conducted in the Non-Production environment.
- **User Acceptance Testing (UAT).**
  - Accela Responsibilities:
    - Accela will work with the Agency in the testing and validation of the configuration to ensure its readiness to be migrated to Production. As Agency staff executes testing activities during the UAT process, Accela will address and rectify issues discovered.
    - Accela will provide an issue tracking list in the project portal to facilitate the documentation of the issues.
  - Agency Responsibilities:
    - In support of User Acceptance Testing, the Agency will:
      - Develop use cases / test cases needed to test the configuration.
      - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.
    - Agency shall review and test work submitted by Accela within fifteen County work days of notification. County shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
    - UAT will be primarily conducted in the Test environment, in which the Agency will be responsible for the migration of the configuration from Dev to Test. There may be multiple migrations to accommodate testing and training. There will be an additional round of testing in the Staging environment after UAT in Test has concluded
  - Assumptions:
    - The Agency will be ready to test immediately following the core project team training.
- **Deployment Support.**
  - Accela Responsibilities:
    - Accela will support the Agency with issue resolution for up to three weeks during the deployment of the configuration to the production environment.
    - Accela will provide a list of configuration elements to migrate.
    - Accela will manually move any items not covered by the Agency's scripts they use for migrations.
  - Agency Responsibilities:
    - The Agency will migrate the configuration to Production, unless something has to be migrated manually.
    - The Agency will provide all necessary environment access.
    - Agency shall review and test work submitted by Accela within fifteen County work days of notification. County shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
  - Assumptions:
    - Accela is expected to support Agency IT Admin staff and not the end users directly.
    - The Agency and Accela will mutually agree on the escalation and communication procedures.

### **Accela Citizen Access**

Accela will work with Agency staff to implement Accela Citizen Access (ACA) online applications across one module (Building) that will accommodate EDR.



### Project Assumptions

- Prior to Accela's configuration of Accela Citizen Access:
  - The Agency has already installed Accela Citizen Access in all environments that will be used for this effort.
  - Accela Citizen Access's existing wrapper and web site integration will be updated and implemented by the County.
  - The Agency will have the Building module setup in ACA and ready for further analysis/configuration. This module is currently primarily setup for search.
- In support of the project, the Agency will:
  - Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
  - Adhere to agreed-upon timelines for deliverable review and acceptance.
  - Provide timely and appropriate responses to Accela's request for information.
  - Provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Accela accepts full responsibility for the actions of its representatives while on County information and communications technology resources
- Accela assumes the Agency wishes to have a distinct pageflow for every record type where there is a distinct workflow, hence the scope is similar to EDR with 2 distinct pageflows to analyze and configure.

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

- Configuration Specifications Document (MS Word)
- Optimization of the Building Module to allow for online applications
- Configuration of two (2) Accela Citizen Access pageflows that includes ability for Accela Citizen Access user to upload a plan/document for review.

- **Analysis.**

- Accela Responsibilities:
  - Accela will work with the Agency to review existing Accela Citizen Access configuration and work with Agency to define configuration To-Be requirements to enable online applications
    - Create the configuration specification for Accela Citizen Access based on analysis with the Agency for up to the following items:
      - One (1) ACA Module settings
        - The Agency already has the Building module implemented in ACA with view only access for users. They intend to implement an online application submittal in this existing module to support Electronic Document Review.
      - Up to two (2) Page flows to support the EDR processes/workflows – a page flow is a set of pages representing the application process for online applications. It is possible for one page flow to be utilized by multiple records.
    - Accela will produce an Accela Configuration Document as the basis for configuration.
- Agency Responsibilities:
  - The Agency will review the documents to ensure the business requirements needed for configuration were properly captured.
  - Agency shall review the configuration documentation submitted by Accela within five County work days of notification. County shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
- Assumptions:



- If a pageflow already exists and the Agency wishes to reuse it, Accela will work with the Agency to provide consultation on optimizing the existing online application process for the record types.
- **Configuration.**
  - Accela Responsibilities:
    - Accela will provide support to configuring the existing pageflow and module setting to optimize for EDR usage.
    - Accela will configure up to 2 pageflows and 1 module settings.
      - Configuration to the 1 modules is expected to be optimization for online applications
    - The configuration of pageflows will include custom or instructional text for the components being used in the online application.
      - For usage of any ASI components this will include the configuration of instructional text, watermarking, or labels.
    - Accela will configure record type settings to enable the online applications
    - Accela will configure instructional text as related to the components used in the modules and disclaimers.
    - Accela will provide one pageflow script that will force the user to submit the require documents at the Attachments component.
  - Agency Responsibilities:
    - Modifications to Application Specific Information (ASI), Application Specific Information tables (ASIT), Address – Parcel - Owner (APO), Contacts, Licensed Professionals needed to configure those components in the ACA pageflows will be the responsibility of the Agency prior to configuration.
    - The Agency is responsible for configuring the ACA global settings
    - The Agency will be responsible for configuring global ACA Email settings for ACA users, to include registration email, password reset, lock account, associate LP or contact, etc. Accela will only be configuring emails in Accela Automation if it is related to an EDR event script.
  - Assumptions:
    - The configuration of Accela Citizen Access will build on the Accela Automation configuration, record types, and workflow tasks the Agency already has in place.
    - This effort does not include fees or payments with the online applications.
      - The Agency is not planning to use the shopping cart feature.
      - Accela will not configure the Pay Fees step in the applicable pageflows.
    - The scoped configuration of the pageflow does not include pageflow scripting (expect for the one indicated above) or expression scripts.
- **User Acceptance Testing (UAT).**
  - Accela Responsibilities:
    - Accela will work with the Agency in the testing and validation of the configuration to ensure its readiness to be migrated to Production. As Agency staff executes testing activities during the UAT process, Accela will address and rectify issues discovered. Accela will provide an issue tracking list in the project portal to facilitate the documentation of the issues.
    - UAT will be primarily conducted in one Non-Production environment, the same environment used for configuration.
  - Agency Responsibilities:
    - In support of User Acceptance Testing, the Agency will:
      - Develop use cases / test cases needed to test the configuration.
      - Allocate appropriate staff to the testing effort to ensure that the system is operating per signed specifications and ready for the move to production.



- Agency shall review and test work submitted by Accela within fifteen County work days of notification. County shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
- Assumptions:
  - The Agency will be ready to test immediately following EDR end user training.
- **Deployment Support.**
  - Accela Responsibilities:
    - Accela will support the Agency with issue resolution for up to one week during the deployment of the configuration to the production environment.
    - Accela will provide a list of configuration elements to migrate.
    - Accela will manually move any configuration that they deem data manager insufficient for moving from Non-Production to Production
  - Agency Responsibilities:
    - The Agency will provide all necessary environment access.
    - Agency shall review and test work submitted by Accela within ten County work days of notification. County shall respond "Accepted, "Accepted with Minor Issues", or "Not Accepted Due to..."
  - Assumptions:
    - Accela is expected to support Agency IT Admin staff and not the end users directly.
    - The Agency and Accela will mutually agree on the escalation and communication procedures.



## Appendix B: County Compliance

1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
  - 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 1.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
  - 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
  - 1.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

## SERVICES AGREEMENT

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

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

### 2. Term and Termination

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

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

### 3. Professional Services Accela will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work (SOW) attached hereto as Exhibit B.

3.1. Warranty Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry.

3.2. Acceptance As provided in the SOW, Accela will notify Customer upon completion of those implementation services subject to testing. For a period not to exceed thirty (30) calendar days in duration ("Test Period"), Customer may evaluate the operation of the implemented Accela software deliverables ("Deliverables") in a test environment or using test data. If Customer reasonably determines that its operational use of the Deliverables is substantially impaired by one or more material errors in the Deliverables, it will so notify Accela in writing prior to the completion of the Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of an Adverse Notification, Accela will correct any identified and reproducible material errors in the Deliverables within a reasonable time and Customer may retest the Deliverables for as many as fifteen (15) additional calendar days. Acceptance will be deemed to occur when a) Customer notifies Accela that the Deliverables have successfully completed Customer's testing; b) the Test Period or subsequent retesting period(s) are completed without an Adverse Notification being received by Accela from Customer; or c) Customer uses the Deliverables in a "live" environment to perform its customary governmental, administrative, or business activities, whichever first occurs ("Acceptance Date").

3.3. Customer Cooperation As required, Customer agrees to provide Accela with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its



designated tasks in a timely manner in order for Accela to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.

#### 3.4. Compensation

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

#### 4. Confidentiality

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

Notwithstanding, the following specific classes of Information are not "Confidential Information" within the meaning of this Section:

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

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

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

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

## 5. Other Terms and Conditions

5.1. Mutual Indemnification Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees or agents while the terms and conditions of this SA remain enforceable. To the extent allowed by law, Customer agrees to indemnify, defend, and hold Accela and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.

5.2. Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months



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

ACCELA

By: [Signature]  
(Signature)

Colin M. Samuels  
(Print Name)

Its Asst. Corporate Secretary  
(Title)

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

CUSTOMER

By: [Signature]  
(Signature)

Larry W. Pace  
(Print Name)

Its Vice Chairman  
(Title)

Dated: 6.30.08  
(Month, Day, Year)

Exhibits Follow.

END OF DOCUMENT

APPROVED AS TO FORM  
COUNTY ATTORNEY  
[Signature]

**EXHIBIT A**

<b>Deliverables</b>	<b>Fees</b>
Professional Services <sup>1</sup>	\$513,500.00
Consultant Travel Expenses	\$51,350.00 <sup>2</sup>
<b>Total of Fees</b>	<b>\$564,850.00</b>

- 1 Professional Services comprise those activities and deliverables described in the attached Statement of Work (SOW) document.
- 2 Consultant Travel Expenses are estimated for budgeting purposes; Accela will charge Customer only for actual airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates.
- 3 Total of Fees does not include applicable sales and use taxes, if any, and includes an estimated amount for Consultant Travel Expenses.

**Payment Schedule**

<b>Payment Milestones<sup>4</sup></b>	<b>Fees</b>
Professional Services – Project Management	\$59,200.00 <sup>5</sup>
Professional Services – Project Initiation	\$29,600.00
Professional Services – System Setup	\$22,200.00
Professional Services – AA Core Analysis and Configuration	\$85,100.00
Professional Services – AA Supplemental Analysis and Configuration	\$81,400.00
Professional Services – Script Consultation	\$14,800.00
Professional Services – Report Consultation	\$18,500.00
Professional Services – Training	\$14,000.00
Professional Services – Accela GIS™	\$14,800.00
Professional Services – Accela Wireless™	\$14,800.00
Professional Services – Accela Citizen Access™	\$29,600.00
Professional Services – Data Conversion	\$66,600.00
Professional Services – Interface APO	\$22,200.00
Professional Services – User Acceptance Testing	\$14,700.00
Professional Services – Go Live	\$13,000.00
Professional Services – Post-Deployment Support / Transition to CRC	\$13,000.00
Travel Expenses - Billed as Incurred	\$51,350.00 <sup>6</sup>
<b>Total of Fees</b>	<b>\$564,850.00</b>

- 4 Payment Milestones are as described in the attached Statement of Work (SOW) document and may not occur in order indicated.
- 5 Due upon contract signing.
- 6 Consultant Travel Expenses are estimated for budgeting purposes; Accela will charge Customer only for actual airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates.
- 7 Total of Fees does not include applicable sales and use taxes, if any, and includes an estimated amount for Consultant Travel Expenses.

**END OF DOCUMENT**

**EXHIBIT B**

Statement of Work (SOW) document follows this page.

**END OF DOCUMENT**



THE LEADING PROVIDER OF  
GOVERNMENT ENTERPRISE MANAGEMENT SOLUTIONS

THE LEADING PROVIDER OF

## Statement of Work

Adams County, CO

Accela Automation Implementation

Version 4.0

June 10, 2008

*Accela is a leading developer of enterprise management solutions for state, county and local governments. We provide agencies with products and services that reduce workload, increase efficiencies, and automate processes, while providing citizens and businesses with easier, more convenient access to government services. Accela has more than two decades of experience developing and installing government applications for permitting, licensing, planning, code enforcement, public works and more. Today, Accela provides software products and services to over 500 government agencies all over the U.S., as well as in Canada and Puerto Rico.*

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## DOCUMENT CONTROL

Date	Author	Version	Change Reference
5/28/08	Scott Goldberg	1.0	Original draft
6/4/08	Eric Koontz & Scott Goldberg	2.0	Revised draft
6/9/08	Eric Koontz & Scott Goldberg	3.0	Revised to convert document to Time and Materials
6/10/08	John Sasson & Dan Jones	4.0	Reviewed and Updated as to Final form

## OVERVIEW

This Statement of Work ("SOW") dated June 4, 2008 sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela, Inc. ("Accela") for Adams County, CO ("Agency").

## SERVICES DESCRIPTION

### PURPOSE

Agency is upgrading from Tidemark to Accela Automation for Planning, Public Works, and the Parks departments.

In delivering the solution, Accela will deliver its Services in the form of Deliverables described in the Work Description section(s). Multiple Deliverables will be associated to the 6-Project Stages as defined in Section "Accela Implementation Methodology", as such; payment milestones may not be directly related to each specific deliverable defined in this document.

### AGENCY DEPARTMENTS

Accela Automation will be implemented in the following primary Agency Functions for the Development Services Department:

- Planning Division
- Public Works
  - Building Inspection
  - Engineering
  - Construction
  - Code Enforcement

### KNOWLEDGE TRANSFER

Accela will make reasonable efforts to provide knowledge transfer for Agency as specific Agency roles participate in the development, configuration and deployment of the system. While Accela cannot guarantee any particular expertise for Agency staff, Accela will make reasonable efforts to transfer as much knowledge as possible to Agency staff throughout the Services both onsite and offsite. Agency acknowledges that their staff needs to be actively involved throughout the entire duration of Services for this to be successful.

### ASSUMPTIONS

- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed
- Agency users and Accela will be able to commit the time and resources necessary to participate in, and contribute to project activities

## Statement of Work

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- Agency will complete all Business Process Re-Engineering (BPR) prior to engaging with Accela during analysis workshops
- Agency users and Accela will use a collaborative approach to implementation
- Agency will provide Accela with reasonable access to its equipment, systems, personnel, and facilities to the extent needed to complete the Services
- Agency shall provide Accela with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access.
- Agency will provide/purchase/acquire the appropriate hardware, software and infrastructure to support all the required Accela applications in both support/testing and production environments at the appropriate time for the project schedule
- For use with Accela Citizen Access, Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks
- For use with Accela GIS Routing, Agency will provide a centerline data layer that is formatted in SDC, an ESRI proprietary format
- For use with Electronic Document Management Systems (EDMS), any third party EDMS systems must adhere to Accela's web services interface. It is the responsibility of the Agency or 3<sup>rd</sup> party vendor to write code to map to Accela's web services interface.
- Agency is responsible for proper site preparation, hardware, software and network configuration in accordance with Accela specifications

### ACCELA PRODUCT FEATURES

Accela software, including but not limited to Accela Automation, Accela GIS, Accela Wireless, Accela Citizen Access, Accela IVR, Accela developed Web Service API's, GovXML, and other Accela software products are pre-packaged software. All features and functionality of these products are described in their associated product documentation and can be found at <http://www.accela.com>.

## Statement of Work

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### SCHEDULE

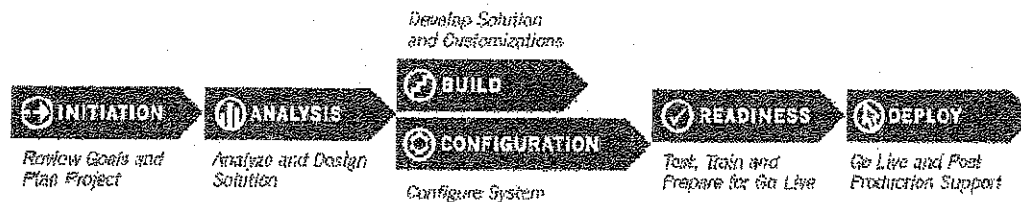
Upon execution of this SOW, the parties will immediately work together to mutually agree on a start date for the Services to be rendered. Upon initiation of these Services, the Accela Project Manager will work with Agency to set a project schedule that works best for the Services being delivered. As project schedules are working documents that will change over time, the Accela Project Manager will work closely with Agency to update, monitor, agree, and communicate any changes needed to the project schedule.

### ACCELA IMPLEMENTATION METHODOLOGY

Accela will deliver its Services to Agency using the Accela Implementation Methodology ("AIM"). AIM is used by Accela, Agency's, and system integration partners as a stand-alone implementation methodology, that will guide a project from inception to launch and beyond, increasing and enhancing the chances of successfully implementing Accela solutions. The typical flow to project delivery is through the AIM Implementation Life Cycle, as depicted and described below.

### IMPLEMENTATION LIFE CYCLE

AIM is a full life cycle implementation methodology with 6 project stages. These 6 stages insure that Accela customers receive high quality services throughout the life cycle of a project engagement.



The stages of the project flow in linear direction crossing over each other as appropriate for the project to be successful. Each stage has pre-defined objectives, with standard tasks as listed in the project plan, and associated Deliverables. Depending on the exact scope of the project, a subset of all available Deliverables will be delivered through the services associated with the project. Delivering the appropriate Deliverables will assure that the solution delivered is exactly what all parties have agreed to.

### INITIATION

Initiation is the 1<sup>st</sup> stage in the AIM life cycle. During the Initiation stage the project will be kicked off, contracts, scope and goals reviewed, initial project calls conducted, reference configuration setup, when appropriate project charter completed, project teams will be assigned, and project communication plans will be agreed to.

### ANALYSIS

Analysis is the 2<sup>nd</sup> stage in the AIM life cycle. During the Analysis stage the Agency processes will be analyzed to take advantage of Accela Automation and a solution will be agreed upon that reflects that analysis and captured in the appropriate System Configuration Document(s) and other documents as appropriate.

## Statement of Work

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### **BUILD**

Build is the 3<sup>rd</sup> stage in the AIM life cycle, and starts at the same time as the 4<sup>th</sup> stage Configuration, but ends before the 4<sup>th</sup> stage Configuration is complete. During the Build stage any agreed to solutions defined during the Analysis stage will be developed. This includes conversions, event scripts, interfaces and reports.

### **CONFIGURATION**

Configuration is the 4<sup>th</sup> stage in the AIM life cycle, and starts at the same time as the 3<sup>rd</sup> stage Build, but ends after the 3<sup>rd</sup> stage Build is complete. During the Configuration stage the system will be configured to match the solution agreed to in the Analysis stage.

### **READINESS**

Readiness is the 5<sup>th</sup> stage in the AIM life cycle. During the Readiness stage the system is fully tested, corrections are made as deemed necessary, the system is prepared for deployment, and users are trained.

### **DEPLOY**

Deploy is the 6<sup>th</sup> and final stage in the AIM life cycle. During the Deploy stage the system is moved to production, final system testing is completed, the system is placed into production, and post production analysis and review is completed. The live Accela solution is then transitioned to the Customer Resource Center for on-going support. A formal transition will occur between the Services team and the Customer Resource Center. As part of the transition the agency will be presented information on how to communicate to the Customer Resource Center (Telephone, Email, On-Line Tracking System ~ <http://www.accela.com/support/croonline.asp>), use of the Knowledge base, and Tier Tracking System based upon issue or question presented. Lastly, all documented issues logged into the <http://www.accela.com/support/croonline.asp> will be transitioned from the services team to the Customer Resource Center. A typical transition will include the Regional Account Manager, Regional Services Director, Accela Project Manager, and Manager of the Customer Resource Center.

### **WORK DESCRIPTION**

All deliverables contained in this work description section are to be implemented using the Time and Materials (T&M) method of payment.

### **DELIVERABLE 1: PROJECT INITIATION / KICKOFF MEETING**

#### Definition:

This Deliverable, provides for up to 160 hours and is defined as the Project Initiation and first on-site meeting to be held between the parties after the signing of the SOW. Project Initiation includes the development of Project Management documents such as the Project Plan and Project Charter. The Kickoff Meeting is a one-day event that includes formal introductions between key resources of the parties.

In order to minimize project costs, it is assumed that the Project Kickoff Meeting will be held the same week that the Accela Project team is on site for the first time engaging in Analysis work sessions.

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Provide Accela Automation product demonstration

## Statement of Work

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- Present to the Agency the Accela Implementation Methodology ("AIM") that will be used by Accela to deliver Services
- Lead a discussion of estimated timeline for the Services

### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request to schedule kickoff
- Make available the appropriate Agency key personnel to participate.
- Provide adequate meeting facilities

## DELIVERABLE 2: SYSTEM SETUP

### Definition:

This Deliverable, provides for up to 120 hours and is defined as the installation of the Accela Automation software on Agency hosted computer systems, such that Agency can log into the system and verify that the software was installed in the test environment.

Agency may choose to implement the Accela Automation Solution using either Oracle or Microsoft SQL Server compatible versions with Accela Automation.

Accela will provide consulting as necessary to the Agency Resource throughout the project for subsequent system installs/upgrades. This strategy ensures that the Agency develops a competent and confident resource for future post production upgrade requirements.

The Agency will ensure that Hardware, Software, Licenses, etc. are procured before Kickoff week so that this task can be completed before Accela Consultants engage in Analysis and Configuration workshops. Accela will advise the Agency regarding minimum system requirements and scalability so that the Agency understands their options in choosing hardware, software, and licenses.

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Oversee and schedule the installation with Agency
- Provide Accela Automation product documentation to the Agency
- Ensure that Agency can login to both production and test environments of software

### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings
- Procure, install, and configure in a timely fashion the needed hardware, system software, database, network, and other required Agency infrastructure for the Accela Automation software to be installed on.
- Make available the appropriate resources to participate in the installation training per the Accela provided documentation.

### DELIVERABLE 3: AA CORE ANALYSIS AND CONFIGURATION

#### Definition:

This Deliverable, provides for up to 460 hours and is defined as the Core Implementation of the 26 (case, application, or permit) CAP types that are identified as in scope for the Planning, Building, Engineering, and Inspection divisions for the Agency. Analysis of each CAP will be conducted during workshops with each division based on initial process workflow and data requirement documents to be provided by the Agency. An Accela Implementation Consultant (IC) will work with the Agency to understand and further document those requirements and to design an Accela Automation CAP that meets those requirements. The final Accela Automation solution for each CAP type will be configured, and documents detailing the "As-is" requirements and Accela solution will be created by the Accela IC.

Core Accela Automation is comprised of the following Accela Automation configuration elements that provide the framework for the system:

- Workflow related elements
  - Process
  - Workflow
  - Task
  - Task status
  - Application Types
  - Application status
- Data related elements
  - Smart Choice Groups
  - Application Specific Info
  - Task Specific Info

If necessary, the Agency will be responsible for the creation of any additional CAPs that are required for deployment. In addition, the configuration of Accela Automation Portlet Technology includes the following:

- Accela will install the standard reference configuration Consoles, which are:
  1. Daily Console, including its associated portlets, view filters, and text settings
  2. Administrator Console, including its associated portlets, view filters, and text settings
  3. Executive Console, including its associated portlets, view filters, and text settings
- Any additional Accela Automation Portlet Technology configuration will be conducted by Agency

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's requests for information
- Lead the Analysis and Configuration Review workshops
- Provide recommendations based on Industry best practices
- Work with Agency to define business processes
- Assign and schedule appropriate Accela resources

#### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements
- Agency will provide the relevant, documented business processes and data requirements at the beginning of the workshops.



## Statement of Work

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### DELIVERABLE 4: AA SUPPLEMENTAL ANALYSIS AND CONFIGURATION

#### Definition:

This Deliverable, provides for up to 440 hours and is defined as the Supplemental Implementation of the Accela Automation system that is in scope for the Planning, Building, Engineering, Construction, Parks and Inspection divisions for the Agency. Analysis of such system requirements will be conducted during workshops with each division. An Accela Implementation Consultant (IC) will work with the Agency to understand and further document those requirements and to design the associated Accela Automation components to meet those requirements. The final Accela Automation solutions for those components will be configured, and documented by the Accela IC. The work included in this deliverable will overlap many other project deliverables/tasks including the Core AA Configuration, Report and Script development, and Data Conversions and Interfaces.

Supplemental Accela Automation is comprised of the following Accela Automation configuration elements that extend the core framework for the system:

- Inspections
- Fees
- Guide Sheets
- Email
- Standard Choices
- Organization
- Users
- Standard Conditions
- Standard Comments

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's requests for information
- Lead the Analysis and Configuration Review workshops
- Provide recommendations based on industry best practices
- Work with Agency to define business processes
- Assign and schedule appropriate Accela resources

#### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements

### DELIVERABLE 5: SCRIPT CONSULTATION

Definition: This deliverable provides for up to 80 hours of Accela Consultation for Script Development. This includes, but is not limited to the following type of activities:

- Advanced training
- Creation of specification documentation
- Script design
- Script development
- Reviewing and auditing Agency developed scripts
- Quality Assurance
- EMSE development

## Statement of Work

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- Java Scripting

Scripts are an integral part of the Accela Automation solution. It is important to ensure that the Agency develop internal resources that are competent and confident in the script development. This deliverable is designed as an "apprentice" approach to developing Agency required scripts while ensuring that knowledge transfer is maximized.

Together, Agency and Accela Project Management will determine the best usage of these hours for the purpose of script development and training.

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Lead the development of the script specification documents which includes scheduling appropriate meetings to define and document reports

### Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
- Provide complete and accurate information in a timely manner.
- Ensure that the data populates successfully according to the script requirements document.
- Allocate the time for qualified personnel to test the script.

## DELIVERABLE 6: REPORT CONSULTATION

Definition: This deliverable provides for up to 100 hours of Accela Consultation for Report Development. This includes, but is not limited to the following type of activities:

- Advanced training
- Creation of report documentation
- Report development
- Reviewing and auditing Agency developed reports
- Quality Assurance

Reports are an integral part of the Accela Automation solution. It is important to ensure that the Agency develop internal resources that are competent and confident in the report development. This deliverable is designed as an "apprentice" approach to developing Agency required reports while ensuring that knowledge transfer is maximized.

Together, Agency and Accela Project Management will determine the best usage of these hours for the purpose of report development and training.

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources that can lead the Agency Report Development team
- Lead the development of the Agency's report team, which includes scheduling appropriate meetings to define and document reports

### Agency Responsibilities:

## Statement of Work

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- Allocate the time for qualified business experts for the report specifications.
- Allocate the time for qualified IT experts for the report development.
- Provide complete and accurate information in a timely manner.
- Ensure that the reports are developed accurately and to specification.

### DELIVERABLE 7: TRAINING OVERVIEW

#### Definition:

This deliverable provides for up to 8 hours and the course focuses on preparing the Agency Super Users (IT Support, Project Management, etc.) to support the Implementation Project. This course will cover the basics of Application Usage, Workflow management, Data Acquisition, Inspections, Administration, and other key Accela Automation components.

Total Training Days: 1

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Deliver current training documentation in a format that can be used to customize the documentation

#### Agency Responsibilities:

- When appropriate, properly select and prepare the power-users and/or administrators who will be participating in the training and subsequently training other administrators
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Agency facilities to accommodate various training classes
- Users must be proficient in using PC's in a Windows environment
- Users must be familiar with use of standard Internet browsers

### DELIVERABLE 8: TRAINING ADMIN

#### Definition:

This deliverable provides for up to 24 hours and the deliverable includes the Delivery by Accela to Agency of the Administrator Training course (3 days onsite and/or WebEx course). Accela best practices have proven that class sizes no larger than 12 participants are more successful with students who meet the pre-requisites of the course. The Accela Trainer has the right to modify the class size to insure successful instruction with Agency Agreement. This Training Course is the standard, out of the box, Administrator Training course offered by Accela to all its customers. The training material used by Accela will be standard training material, not customized for Agency. The training course is delivered on Accela's standard data reference set. Documents delivered by Accela to the Agency will be valid for the release that the Agency is trained. Documents delivered by Accela may not be shared with any other Agency or Company per the Non-Disclosure Agreement.

Total Administrator Training Days: 3

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources

## Statement of Work

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- Deliver current training documentation in a format that can be used to customize the documentation

### Agency Responsibilities:

- When appropriate, properly select and prepare the power-users and/or administrators who will be participating in the training and subsequently training other administrators
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Agency facilities to accommodate various training classes
- Users must be proficient in using PC's in a Windows environment
- Users must be familiar with use of standard Internet browsers

## DELIVERABLE 9: TRAINING END USER

### Definition:

This deliverable provides for up to 16 hours and the deliverable includes the Delivery by Accela to Agency of the Daily User Training course (2 days onsite and/or WebEx course for each functional group). Accela best practices have proven that class sizes no larger than 14 participants are more successful with students who meet the pre-requisites of the course. The Accela Trainer has the right to modify the class size to insure successful instruction with Agency Agreement.

This Daily User Training should be coupled with Agency delivering specific user training to its staff using the core Use Cases documented in each System Configuration Document. Accela recommends that Agency adopt the 80/20 rule for training, focusing the majority of their training on 80% of what Agency normally does in a given day, while identified business experts from each area are experts in all aspects of their configuration and these business experts take the lead in creating and delivering specific Use Case training to Agency staff on their business processes. Documents delivered by Accela to the Agency will be valid for the release that the agency is trained. Documents delivered by Accela may not be shared with any other agency or Company per the Non-Disclosure Agreement.

Total User Training Days: 2

### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Deliver current training documentation in a format that can be used to customize the documentation

### Agency Responsibilities:

- When appropriate, properly select and prepare the power-users who will be participating in the training and subsequently training end users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Agency facilities to accommodate various training classes
- Users must be proficient in using PC's in a Windows environment
- Users must be familiar with use of standard Internet browsers

## DELIVERABLE 10: TRAINING REPORTING SCHEMA

### Definition:

## Statement of Work

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This deliverable provides for up to 8 hours and the course provides Agency resources with the knowledge of how the Accela Database is architected. It is designed for both Report Specification writers and Report Developers.

### Total Training Days: 1

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Deliver current training documentation in a format that can be used to customize the documentation

#### Agency Responsibilities:

- When appropriate, properly select and prepare the power-users who will be participating in the training and subsequently training end users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Agency facilities to accommodate various training classes
- Users must be proficient in using PC's in a Windows environment
- Users must be familiar with use of standard Internet browsers

## DELIVERABLE 11: TRAINING EMSE BASIC

### Definition:

This deliverable provides for up to 8 hours and the course is a general introduction into how Accela Automation scripting works when using the EMSE Engine. It also covers the basics of triggering events, and the administrative configurations required to implement scripting.

### Total Training Days: 1

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Deliver current training documentation in a format that can be used to customize the documentation

#### Agency Responsibilities:

- When appropriate, properly select and prepare the power-users who will be participating in the training and subsequently training end users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Agency facilities to accommodate various training classes
- Users must be proficient in using PC's in a Windows environment
- Users must be familiar with use of standard Internet browsers

## DELIVERABLE 12: ACCELA GIS

### Definition:

This deliverable includes the installation of Accela GIS and up to 4 days (32 hours) of consulting/training on Accela GIS.

## Statement of Work

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Training and Consultation will include

- Administration and Installation of Accela GIS
- Accela Map Service that communicates with the ARC IMS Map Service
- Dynamic Themes
- Proximity Alerts
- Integrated Searches of Accela Automation

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's requests for information
- Assign and schedule appropriate Accela resources

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Provide information as specified by Accela that will be needed for agreement on the Deliverable. Also make available the key users for defining GIS requirements.

### DELIVERABLE 13: ACCELA WIRELESS

This deliverable includes the installation of Accela Wireless and up to 8 hours of consulting/training on Accela Wireless.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's requests for information
- Assign and schedule appropriate Accela resources

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Provide information as specified by Accela that will be needed for agreement on the Deliverable. Also make available the key users for defining AW requirements.

### DELIVERABLE 14: ACCELA CITIZEN ACCESS

Definition:

This deliverable includes the installation of Accela Citizen Access and up to 36 hours of consulting/training on Accela Citizen Access.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's requests for information
- Assign and schedule appropriate Accela resources

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Provide information as specified by Accela that will be needed for agreement on the Deliverable. Also make available the key users for defining ACA requirements.

#### **DELIVERABLE 15: DATA CONVERSION – STANDARD TIDEMARK TO ACCELA AUTOMATION**

This Deliverable, provides for up to 360 hours and includes the historical data conversion from the Agency's Tidemark data format into Accela Automation data format. Accela will work directly with the Agency to perform all mapping requirements for the conversion and then will build the scripts to execute the data conversion as defined.

##### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Lead the development of the data mapping documents which includes scheduling appropriate meetings to define and document conversion requirements
- Lead the development of the conversions
- Oversee Agency functional test of conversions

##### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success
- Execute the Functional Test Plan and allocate the time for qualified personnel to test the conversion.

#### **DELIVERABLE 16: INTERFACE – ADDRESS PARCEL OWNER (APO)**

##### Definition:

This Deliverable provides for up to 120 hours and includes the development of the Address Parcel Owner (APO) Interface. Accela will be responsible for providing the appropriate web services for interfacing with Accela Automation APO standard data. The Agency is responsible for developing the web services that integrates the 3<sup>rd</sup> party application with the Accela adapter.

##### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Lead the development of the interfaces
- Oversee Agency functional test of interfaces

##### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Allocate the time for qualified business and technical experts for the interface requirements sessions that are critical to the project success.
- Allocate the time for qualified personnel to test the interface.

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### DELIVERABLE 17: USER ACCEPTANCE TESTING

#### Definition:

This Deliverable is defined as the consultation and support provided by Accela during the User Acceptance Testing (UAT) Period. Accela will provide up to 120 hours of consultation during UAT.

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Provide UAT support and oversight
- Facilitate UAT completion

#### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency
- During User Acceptance testing Agency should expect to spend thirty-two (32) hours per person utilizing Accela Automation to complete testing. An example would be 100 users at an agency would spend thirty-two hundred hours (3200) testing and accepting the system.

### DELIVERABLE 18: GO LIVE

#### Definition:

This Deliverable provides for up to 70 hours and is defined as the official date in which Accela Automation goes live for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by change order agreed to by both parties.

The week prior to Go Live, Accela will provide one onsite (FTE) for deployment support. This is for the purpose of assisting in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

### DELIVERABLE 19: POST DEPLOYMENT SUPPORT / TRANSITION TO CRC

#### Definition:

This Deliverable provides for up to 70 hours and is defined as the Accela onsite support immediately following go-live. During this Post Deployment Support period, a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela CRC for the purpose of transitioning support of the Agency to Accela CRC.

Accela will work with the Agency to identify and address issues identified during this period using the Post Production Issues List. All issues identified that are within scope of this Statement of Work will be added to the list.

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Assign and schedule appropriate Accela resources
- Provide support to end user functional questions
- Assist with issues that may arise during the go-live or during the one week period following go-live.



## Statement of Work

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- Performance monitoring of the system

### Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency
- Agency intends to utilize the Use Cases documented in each System Configuration Document Deliverable as the basis for the implementation of this Deliverable.

### ACCEPTANCE

Agency agrees to sign a specific Attachment A: Deliverables Acceptance Form for each Deliverable.

Statement of Work

**MILESTONE DELIVERABLE PAYMENT MAP**

Payment terms and conditions for Services rendered by Accela have been agreed to in the Agreement, and will be paid in accordance with this Agreement. The Milestone Deliverable Payment Map will be developed with the Agency and will outline how the Deliverables described in the Work Description section of this SOW will be invoiced and paid by the Agency.

The pricing for this project is based on a 10 month project timeline. It is important that a suitable project plan is developed and agreed to by both parties that ensures a timely deployment. Adequate resourcing must be provided by both Accela and the Agency for the purpose of meeting all milestones in a timely manner and ultimately ensuring that system deployment occurs on schedule. Delays in the plan resulting from the Agency's inability to accomplish assigned tasks and/or provide signoffs and design decisions may result in additional Accela project related expenses. In this event, Accela may submit a change order for the purpose of offsetting such costs.

Pricing for Accela Project Management is an estimate based on 32 hours per month of Project Management time. Anticipated exceptions to this maximum weekly allotment are: Project Initiation tasks preceding kick-off and non-management tasks engaged in by the Project Manager.

Accela, with the execution of a Change Order can also provide the development of the IVR (First Data) and EDMS (Hummingbird) Interfaces for a cost of \$22,200 and estimated 120 hours each.

Deliverables	Description	Estimated Billing Amount	Estimated Hours
Contract Signing	Project Management	\$59,200	320
1	Project Initiation	\$29,600	160
2	System Setup	\$22,200	120
3	AA Core Analysis and Configuration	\$85,100	460
4	AA Supplemental Analysis and Configuration	\$81,400	440
5	Script Consultation	\$14,800	80
6	Report Consultation	\$18,500	100
7	Training Overview		
8	Training Admin		
9	Training End User		
10	Training Reporting Schema		
11	Training EMSE Basic	\$14,000	76
12	Accela GIS	\$14,800	80
13	Accela AW	\$14,800	80
14	Accela Citizen Access	\$29,600	160
15	Data Conversion	\$66,600	360
16	Interface - APO	\$22,200	120
17	User Acceptance Testing (UAT)	\$14,700	80

Statement of Work

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18	GO - LIVE	\$13,000	70
19	Post Deployment Support / Transition to CRC	\$13,000	70
	Total	\$513,500	
	Estimated Travel Expenses (10%)	\$51,350	
	Total Travel & Services	\$564,850	

## Statement of Work

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### TERMS

The pricing and terms of this proposal are valid until June 15, 2008. If this Statement of Work is accepted after the June 15, 2008 date all pricing and terms may not be valid.

### PROJECT RESOURCES AND LOCATION OF WORK

#### WORK LOCATION

Services contracted for under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

#### AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the Accela Engagement Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/dept being implemented, Super User trainers, and others as appropriate.

#### ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort.

#### PROJECT EXECUTIVE

The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.

#### PROJECT MANAGER

The Accela Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:

- Project plan management
- Change order management
- Issue log management and escalation
- Status reporting

## Statement of Work

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- Project workspace management
- Resources management
- Work plan management
- Meetings management
- Project review with Project Executive

In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.

### SENIOR IMPLEMENTATION CONSULTANT

The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for:

- Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design
- Leading system configuration activities
- Providing training/mentoring to agency staff

### IMPLEMENTATION CONSULTANT

Implementation Consultant resources work mainly on:

- The configuration of the system to match the System Configuration document
- Build activities within the project, such as conversion data mapping, creation of report and interface specification

### TECHNICAL CONSULTANTS

Accela Technical Consultants are involved in all areas that require technical involvement such as:

- Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access)
- Report definition and creation
- Event Manager Script definition and programming
- Database Conversions and data mapping assistance

### TRAINING CONSULTANT

Conducts all Accela University Training classes

Statement of Work

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**SIGNATURE**

Agency acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted By: Agency	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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## ATTACHMENT A DELIVERABLES ACCEPTANCE FORM

Please acknowledge acceptance in one of two ways:

1. Sign and fax the document to Accela Accounting Department, Attention Billing: 925-659-3281, or
2. Email the document as an attachment to [billing@accela.com](mailto:billing@accela.com) stating "accepted" in the subject line or body of the email message.

Accela Acceptance #:

Date:

Project Name/Code:

Contract/Agreement Name/Number/Date:

Accela Manager:

Agency agrees that Accela has successfully completed the following Deliverables / Milestones:

Deliverable / Milestone Item Name/#	Source / Reference Details	Amounts Billable
		\$
		\$

Agency agrees that Accela has successfully completed the Deliverables/Milestones described above and therefore agrees to pay all invoices in connection with the acceptance of the(se) Deliverables/Milestones in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**APPENDIX A – DOCUMENT NAMES**

Documents Names
(td)

**APPENDIX B – REPORT NAMES**

Report Names
(td)

**APPENDIX C – CAP TYPES**

CAP Types In Scope
<b>PLANNING DEPARTMENT</b>
ANX Annexation
BND Landscape/Performance Bonds
EXG Excavation & Grading
HST Historical Planning Cases
ISR Internal Service Request
LIQ Liquor License
PLT Subdivision
PRE Pre-Application Permit
PUD Planned Unit Development
RCU Rezone, Conditional Use
SGN Sign Permit
TVM Temp Use, Vendor, Minor Exc & Fireworks Permit
VAC Vacation of Plat, Right-of-Way, Public Easement
VSP Variance and Special Use
<b>BUILDING INSPECTION</b>
BDC Building Department Complaint
BDL Building Department Log
BDP Building Department Permit
<b>ENGINEERING</b>
CSI Construction Site Run-off Minimum Control Measure
PCI Post Construction Inspection
<b>CONSTRUCTION</b>
GOW Oil & Gas Well Facility/Oil Rig Move
OSL Oversize Load Permit
ROW Right Of Way Permit



Statement of Work

WET Wetlands/Sensitive Areas Permits	
	CODE ENFORCEMENT
VIO Violations	
	Parks
OSG Open Space Grants	
OSP Open Space Grants Project	

<b>CAP Types Out of Scope</b>	
	PLANNING DEPARTMENT
GMT Gravel Mine Tracking	
MIS Miscellaneous Permit	
PRJ Project	
	CONSTRUCTION
CUT Street Cut Permit	
PWL Public Works Log	