

## A G R E E M E N T

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of December, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **ACCELA, INC.**, a California Corporation registered to do business in Colorado, whose address is 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 ("Vendor").

**1. SOFTWARE LICENSE TO BE PROVIDED AND SERVICES TO BE PERFORMED:** Vendor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the software (the "Software") listed on **Exhibit A**, and perform the implementation services described on attached **Exhibit B** (the "Statement of Work" or "SOW").

**2. GRANT OF LICENSE; RESTRICTIONS:**

**A.** Vendor hereby grants to City a perpetual, limited, non-exclusive, non-transferable right and license for its employees and agents to use the Software on the following terms and conditions: (a) The Software may be installed on one or more computers but may not be used by more than the number of users for which the City has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. No more frequently than on an annual basis, Vendor may audit City's use of the Software to ensure that City has paid for an appropriate number of licenses. Should the results of any such audit indicate that City's use of the Software exceeds its licensed allowance, City agrees to pay all costs of its overuse as determined using Vendor's then-current pricing; any such assessed costs will be due and payable by City upon assessment, subject to prior appropriation of funds by the City. City agrees that Vendor's assessment of overuse costs pursuant to this Subsection is not a waiver by Vendor of any other remedies available to Vendor in law and equity for City's unlicensed use of the Software. (b) City may make backup copies of the Software only to protect against destruction of the Software. City may copy Vendor's documentation only for internal use by City's employees. (c) City may not make any form of derivative work from the Software, although City is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to City by Vendor. (d) City may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this license. (e) All rights not expressly granted to City are retained by Vendor.

**B.** Title to and ownership of the Software will remain with Vendor. City will not reverse engineer or reverse compile any part of the Software without Vendor's prior written consent. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Vendor's prior written consent.

**C.** City is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Vendor will, within thirty (30) days after the signing of this Agreement and

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continuously thereafter, deposit the Software in source code form, including all enhancements, in escrow pursuant to the source code escrow agreement (“Escrow Agreement”) attached hereto as **Exhibit D**.

D. Vendor may terminate this license if City materially breaches the terms and conditions set out in this license (Articles 2 and 5) 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 license, all rights granted to City are cancelled and revert to Vendor.

**3. DELIVERY AND ACCEPTANCE:**

A. Vendor shall deliver the Software in accordance with Exhibit A and perform the integration services in accordance with the SOW. The Software will be delivered or made available to City for electronic download from Vendor’s File Transfer Protocol (“FTP”) site.

B. Acceptance testing shall be as provided in the SOW.

4. **TERM:** The term of the Agreement is from 15 December, 2010 through 31 December 2015.

**5. COMPENSATION AND PAYMENT:**

A. **Fee:** The fee for the software is set out in Exhibit A and is due and payable in accordance with Exhibit A. The fee for the services described in the SOW (the “Fee”) shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule in Exhibit B

B. **Reimbursement Expenses:** The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder, except as set out in Exhibit B.

C. **Invoicing:** Vendor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City’s Prompt Payment Ordinance.

**D. Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **TWO MILLION TWO HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND eighty-five cents (\$2,284,578.85)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Vendor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**6. STATUS OF VENDOR:** It is understood and agreed that the status of Vendor shall be that of an independent contractor and a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City; and it is not intended, nor shall it be construed, that Vendor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Vendor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Vendor's work.

**7. TERMINATION:**

**A.** The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. However, nothing herein shall be construed as giving Vendor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

**B.** If this Agreement is terminated by the City, Vendor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted hereunder for satisfactorily completed work and which have been approved by the City; (2) the reasonable value to the City of the work which Vendor satisfactorily performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. The City shall be entitled to an immediate prorate refund of any prepaid fees for services not provided as of the date of termination.

**C.** Upon termination of this Agreement by the City, Vendor shall have no claim against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

**8. EXAMINATION OF RECORDS:** Vendor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Vendor, involving transactions related to this Agreement.

Such examination shall be limited to Vendor's normal business hours, at Vendor's premises, and upon reasonable prior notice to Vendor.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by either Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

10. **INSURANCE:**

A. **General Conditions:** Vendor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Vendor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Vendor shall provide a copy of this Agreement to its insurance agent or broker. Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor certifies that the certificate of insurance attached as **Exhibit C** preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Vendor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.



C. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Vendor and sub-contractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages, Vendor's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Sub-consultants:** All subcontractors and sub-consultants (including independent Vendors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Vendor. Vendor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sub-consultants maintain the required coverages. Vendor agrees to provide proof of insurance for all such subcontractors and sub-consultants upon request by the City.

F. **Workers' Compensation/Employer's Liability Insurance:** Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

G. **Commercial General Liability:** Vendor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. **Business Automobile Liability:** Vendor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all hired and non-owned vehicles used in performing services under this Agreement

I. **Technology Errors & Omissions:** Vendor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Vendor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**11. REPRESENTATION AND WARRANTY:** Vendor represents and warrants that:

**A.** The Software will conform to written specifications, operate in substantial compliance with applicable documentation, and will be free from material deficiencies and defects in materials, workmanship, design and/or performance;

**B.** all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

**C.** all services will conform to applicable specifications and the Exhibits attached hereto;

**D.** it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the Software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

**E.** there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

**F.** the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

**G.** the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

**12. DEFENSE AND INDEMNIFICATION:**

**A.** Vendor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), except to the extent that such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Vendor or its sub-contractors either passive or active.

**B.** Vendor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Vendor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**C.** Vendor will defend any and all Claims which may be brought or threatened against City.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The Vendor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**F.** Vendor will, at Vendor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney’s fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Vendor in writing of any claim and cooperate with Vendor and its legal counsel in the defense thereof. Vendor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Vendor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Vendor will pay to City an amount equivalent to a pro rata portion (based on a 5 year straight line depreciation running from City’s final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

**13. COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

14. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

15. **ASSIGNMENT:** Vendor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager. Any attempts by Vendor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Vendor or a transfer by Vendor for purposes of financing shall not constitute an assignment hereunder.

16. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Vendor that any person other than the City or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** Vendor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement, including the exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement, except it is agreed that the parties will develop a Project Schedule and Payment Schedule, described in Exhibit A, which, when completed, will be incorporated herein by reference. .

19. **SEVERABILITY:** The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

20. **CONFLICT OF INTEREST:**

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Vendor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or

Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** Vendor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Vendor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Vendor by placing Vendor's own interests, or the interests of any party with whom Vendor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Vendor written notice which describes the conflict. Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**21. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

And by the City to: Contracts Administrator  
Accela, Inc.  
2633 Camino Ramon, Suite 120  
Bishop Ranch 3  
San Ramon, California 94583

By Vendor to: Director of Development Services  
City and County of Denver  
201 W. Colfax, Dept. 203  
Denver, CO 80202

**22. DISPUTES:** All disputes of whatever nature between the City and Vendor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

**23. GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise

qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor further agrees to insert the foregoing provision in all subcontracts hereunder.

**25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Vendor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Vendor from City facilities or participating in City operations.

**26. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. City Information:** Vendor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Vendor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Vendor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Vendor shall be held in confidence and used only in the performance of its obligations under this Agreement. Vendor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Vendor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Vendor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. Use of Proprietary Data or Confidential Information:**

(i) Except as expressly provided by the terms of this Agreement, Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Vendor further acknowledges that by providing this Proprietary Data or confidential information, the City is not granting to Vendor any right or license to use such data except as provided in this Agreement. Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Vendor from a third party.

(ii) Vendor agrees, with respect to the Proprietary Data and confidential information, that: (1) Vendor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Vendor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Vendor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products

incorporating such data or information to the City.

**C. Employees and Sub-Contractor:** Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**D. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Vendor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Vendor agrees to contact the City immediately.

**E. Vendor's Information:** The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that The City understands and agrees that the Vendor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Vendor Confidential Information") constitute the valuable properties and trade secrets of Vendor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Vendor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Vendor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Vendor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. **LEGAL AUTHORITY:**

A. Vendor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of Vendor does hereby warrant and guarantee that he has been fully authorized by Vendor to execute this Agreement on behalf of Vendor and to validly and legally bind Vendor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Vendor or the person signing the Agreement to enter into this Agreement.

28. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

29. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 37 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 37, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Paragraphs 1 through 37
- Exhibit A and D

30. **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Article 2, **GRANT OF LICENSE; RESTRICTIONS**, of the Agreement shall survive the end of the Term of this Agreement, unless terminated as provided herein for breach or nonpayment. Without limiting the generality of the foregoing, the Vendor's obligations for the provision of insurance and to



indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

32. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

34. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

35. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. **PCI/DSS COMPLIANCE:**

A. The Vendor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines"). Vendor represents and warrants that all of the hardware and software components that it utilizes for the City or uses under this Agreement is and will be PCI DSS compliant. All service providers that Vendor uses under the Agreement must be recognized by VISA as compliant with PABP. Vendor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the

Security Guidelines and comply in full with the terms and conditions set out in this Section. Vendor further certifies that the meters, as described herein, are to be deployed in a manner that meets or exceeds the PADSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.

B. The Vendor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Vendor shall immediately notify the City in writing, and shall provide, at Vendor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

C. Vendor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Vendor's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

D. The Vendor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City's sole discretion, allow the City's contracted PCI DSS compliance auditor full access to the Vendor's system(s) at any time to provide this verification to the City. Any cost associated with the City's contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Vendor or any of Vendor's Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Vendor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Vendor, the Vendor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Vendor from liability under this section or under other provisions of this Agreement.

E. In addition to all other defense and indemnity obligations undertaken by the Vendor under this Agreement, the Vendor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Vendor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Vendor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Vendor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such

credit card data or utilizing a credit card in the performance by Vendor of this Agreement. In furtherance of this, Vendor covenants to defend and indemnify the City and the Vendor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

**ATTEST:**

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY, Clerk and  
Recorder, Ex-Officio Clerk of the  
City and County of Denver

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**  
DAVID R. FINE, Attorney  
for the City and County of Denver

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Chief Information Officer

By: \_\_\_\_\_  
Development Services

**REGISTERED AND COUNTERSIGNED:**

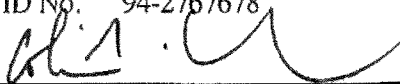
By: \_\_\_\_\_  
Manager of Finance  
Contract Control No CE15002

By: \_\_\_\_\_  
Auditor

“City”

**ACCELA, INC.,**

Tax ID No. 94-2767678

By:  \_\_\_\_\_

Print Name: Colin Samuels

Title: Assistant Corporate Secretary

“Vendor”

EXHIBIT A -LICENSE

<b>Part Number</b>	<b>Products and Description</b>	<b>Net Price</b>
LC10CACASV10601	Accela Citizen Access Server Software	\$8,905.95
LC10CACAMOD0601	Accela Citizen Access Module Fee, Client Hosted	\$17,811.90
LC10CACAUP00601	Accela Citizen Access User Packs	\$38,880.00
DL10CAMOP100606	Accela Mobile Office Department Site License	\$157,950.00
DL10CALMP100601	Accela Land Management Department Site License	\$425,250.00
DL10CALCP100601	Accela Licensing and Case Mgt Department Site License	\$236,250.00
DL10CGISP070601	Accela GIS Department Site License	\$105,300.00
	<b>Total License</b>	<b>\$990,347.85</b>

**License Payment Terms.** License fees in the amount of \$768,921.38 are billable upon Accela's receipt of signed agreement. Remaining License fees in the amount of \$221,426.48 are billable January 1, 2012.



**A.1.a.1 THE LEADING PROVIDER OF  
GOVERNMENT ENTERPRISE MANAGEMENT SOLUTIONS**

## **EXHIBIT B**

# **Statement of Work**

**City of Denver**

v. 6.0

November 19<sup>th</sup>, 2010

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.

Document Control

Date	Author	Version	Change Reference
10/20/10	Rocky Copeland	1.0	Original
10/28/10	Pat Merell	2.0	1 <sup>st</sup> Draft Edits
11/1/10	Pat Merell	3.0	2 <sup>nd</sup> Draft Edits
11/10/10	Pat Merell	4.0	Final Edits
11/18/10	Dan Roberts	5.0	Final City Edits
11/19/10	Pat Merell	6.0	Final Accela Edits

## Overview

Accela is committed not only to providing a superior software configuration for the current and future needs of the City of Denver ("Agency"), but also is committed to assisting the Agency in the successful implementation and deployment of the software. A successfully installed system is not based solely on the offered functionality, but also on the expertise, experience, and clarity of the vendor and the agency's staff. Accela has over 25 years of providing planning, permitting and licensing systems for the public sector and is the only vendor in this market to have successfully installed and deployed a true 3-tier web-based architecture.

Accela will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work (SOW) 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") to the Agency.

## Services Description

### Purpose

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of Accela Automation Land Management, Licensing, Accela GIS, Accela Mobile Office, and Accela Citizen Access for the Development Services Department of the City and County of Denver ("Agency"). Accela will provide professional services for implementation of the above modules and will add services per the Work Description section below. The following Agency functions comprise the organization scope of the implementation described herein:

- BUILDING
- ZONING
- PUBLIC WORKS
- LICENSING

### Project Schedule

Upon execution of this Agreement, the Accela Project Manager will work with the Agency to collaboratively define a detailed project schedule. The project schedule will include three release phases with the first production release in the 4<sup>th</sup> quarter of 2011, second production release in the 1<sup>st</sup> quarter of 2012, and third production release in the 2<sup>nd</sup> quarter of 2012. In order to meet these milestones, the Project will commence on or before January 10<sup>th</sup>, 2011. The detailed project schedule shall include milestones, and the City Project Manager may control start of work on certain phases if previous milestones are not met in a timely manner. Given the fact that project schedules are working documents that change over the course of the project, the Accela Project Manager will work closely with Agency to update, monitor, agree, and communicate any modifications.

### Project TEAM

Upon execution of this Agreement, Accela will provide a project team list for approval by the City. Any changes to the approved project team will require approval by the City in advance of the change.

### Project Management

Accela will perform ongoing project management 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,



- Project document management using Microsoft Sharepoint,
- Issue log management and escalation,
- Status reporting,
- Change order management,
- Project workspace management,
- Resource management,
- 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.

### Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Agency and Accela, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** – While Accela cannot guarantee specific expertise for Agency staff as a result of participating in the project, Accela will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel participate in the analysis, configuration and deployment of Accela Automation in order to transfer knowledge to the Agency. After post production assistance tasks are completed by Accela Services, the Agency will be responsible for supporting Accela Automation.

- **Dedicated Agency Participation** – Accela fully understands that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Automation implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. Accela will communicate insufficient participation of Agency and Accela resources through Project Status Reports.

- **Deliverable Acceptance Process** - Implementation services for the above products are formalized through the deliverables defined in this document. Upon completion of each deliverable according to the acceptance criteria defined herein, Accela will provide the Agency with a Deliverable Acceptance Form to formalize acceptance and completion. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Charter, and faxed to Accela. Please refer to Appendix C to view a sample Deliverable Acceptance Form. Accela respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

### Project Assumptions

- Project duration will be 18 months for deployment of all solutions and departments. Agency may elect to implement specific functions or departments by phasing the deployments within the allotted timeframe.
- Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Agency will provide Accela with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Agency will provide work space for Accela Services for work completed on Agency premises.
- Accela will implement the most current version of Accela Automation at the time of the contract signing.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- 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 methods.

- Agency will, subject to appropriation, provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all required Accela software products in both support/testing and production environments as defined in 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.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- Accela will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper hardware, software, and networking devices).
- Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- Accela personnel will attend Agency executive steering committee meetings as needed.

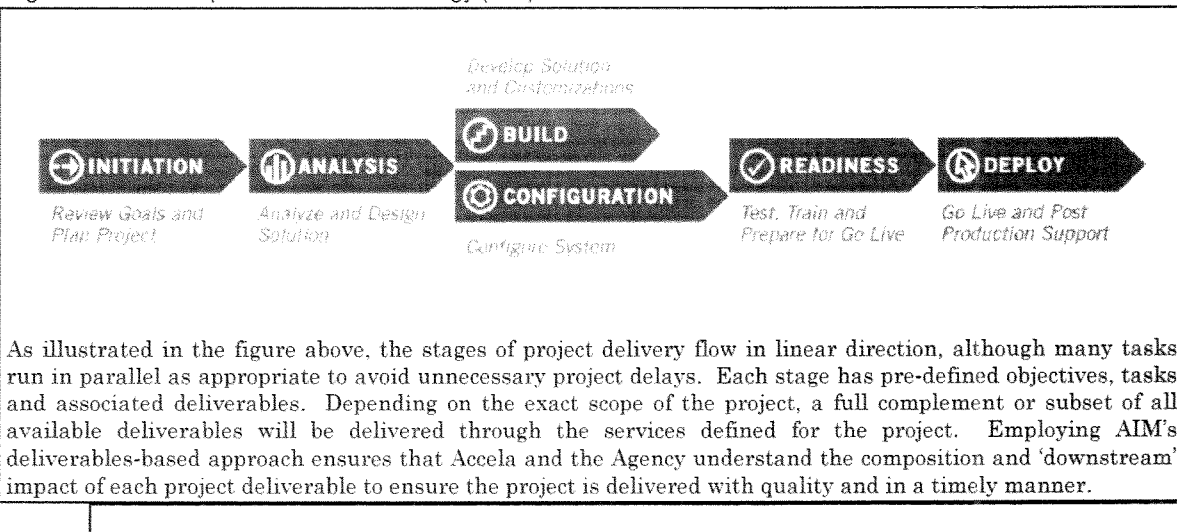
## Accela Implementation Methodology

Accela will deliver its Services to the Agency by employing its Accela Implementation Methodology (“AIM”). AIM is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of the AIM Implementation Life Cycle is described below.

### Implementation Life Cycle

AIM is a full lifecycle implementation methodology comprised of six primary project stages. Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Implementation Methodology (AIM)



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing AIM’s deliverables-based approach ensures that Accela and the Agency understand the composition and ‘downstream’ impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

### Initiation

**Initiation** represents the first stage in the AIM lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities

and deliverables are completed. In terms of specific deliverables, common output from the Initiation Phase is as follows:

- Statement of Work,
- Project Charter,
- Baseline Project Plan,
- Project Status Report Template,
- Project Kickoff Meeting and Optional Product Demonstration.

## Analysis

**Analysis** is the second stage in the AIM life cycle. During the Analysis stage, Accela reviews documentation, interviews agency staff, and conducts workshops to understand the “As-Is” business processes in scope, as well as the “To-Be” vision of the Agency that can be executed with the help of Accela Automation. It is during this Phase that Accela gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of AIM and Accela Automation capabilities. A key output of this Phase is the Software Configuration Document(s), which serves as the ‘blueprint’ for configuration of Accela Automation to support germane elements of the Agency “To-Be” vision. Augmenting the System Configuration Document(s) and all other configuration specifications related to data conversion, interfaces, reports, and event scripts.

The deliverable is the output from the Analysis Phase is the Software Configuration Document.

## Configuration

**Configuration** is the third stage in the AIM life cycle, and it begins at the same time as the 3rd stage Build, but ends after the Build stage is complete. During the Configuration stage, Accela Automation will be configured to match the configuration agreed to in the Analysis stage. Core to this effort is the configuration of the CAP (Case, Application, or Permit) types that were agreed to during the Analysis phase. Configuration of in-scope CAP types comprised of:

- User-defined fields (Application-Specific Information and Task-Specific Information),
- Workflows and statuses,
- Fee structures and rules,
- Inspection data.

## Build

**Build** serves as the fourth stage in the AIM life cycle, and execution of this stage overlaps Configuration, but ends before Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the core configuration will be implemented. This includes conversions, event scripts, interfaces and reports. In terms of specific deliverables, common output from the Build Phase is as follows:

- Event Script Development,
- Report Specifications and Development,
- Data Conversion Specifications and Development,
- Interface Specifications and Development.

## Readiness

**Readiness** is the fifth stage in the AIM life cycle. During the Readiness stage Accela Automation is fully tested, errors are identified and corrected, and the software is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs. In terms of specific deliverables, common output from the Readiness Phase is as follows:

- User Acceptance Testing.
- End-User Training.

## Deploy

**Deploy** is the sixth and final stage in the AIM life cycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production analysis and review is completed. Upon moving to production, the Accela Automation applications are transitioned to the CRC for ongoing support. A formal transition will occur between the Services team and the CRC that instructs the agency on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center. In terms of specific deliverables, common output from the Deploy Phase is as follows:

- Pre-Production Checklist Development, Tracking and Execution,
- Move to Production,
- Post Production Analysis,
- Formal Transition to the CRC for Ongoing Support

## Work Description

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Accela will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable. As each deliverable is completed and provided to Agency for review, Accela will provide the Agency with a Deliverable Acceptance Form to formalize acceptance of the deliverable. Accela has provided a "not to exceed" estimate for the level of effort associated with each deliverable (See Accela Fees and Level of Effort table). Accela will not exceed the estimated hours for any deliverable without written permission by Agency. If the hours in the initial estimate are not sufficient to complete a deliverable, Accela may request the Agency to sign a Change Order at Accela's time and materials rate of \$158 per hour to increase the number of hours allocated to the deliverable. Circumstances that may trigger a Change Order request include the following:

- Agency requested changes to scope and/or requirements associated with the deliverable
- Delays in completing Agency required tasks associated to the deliverable
- Rework associated with Agency requested changes to previously approved specifications and/or configurations

Upon receipt of the Change Order Request, Agency may choose to execute the Change Order or assign Agency resources to complete the remaining work

## STAGE 1 – INITIATION

### Deliverable 1: Project Initiation

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Accela expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between the Agency and Accela after the signing of the Statement of Work.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Finalize staffing for the project teams. Guidelines and recommendations for the Agency project staffing are addressed in the Project Staffing section of this document.
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Establish Communication Plan and project logistics including communications norms, status reporting, issue/risk management, work locations, etc.
- Review and agree on Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and Accela.
- Review infrastructure requirements and preparation (with designated Agency technical staff).
- Finalize an integrated project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).
- Develop a Project Charter that defines how the project will be governed.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders. Moreover, a product demonstration can be provided, if appropriate, to familiarize project stakeholders with Accela Automation.

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

- Project Charter (MS Word).
- Baseline Project Plan (MS Project).
- Project Status Report Template (MS Word).
- Project Kickoff Presentation (MS PowerPoint).
- Project Kickoff Meeting.

#### Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology ("AIM") that will be used by Accela to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

#### Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.

- Provide meeting facilities for Project Kickoff and other onsite activities.

**Acceptance Criteria:**

- Review and acceptance of the Project Status Report Template.
- Review and acceptance of the Baseline Project Plan.
- Review and acceptance of the Project Charter.
- Completion of the one-day Kickoff Meeting event.

**Deliverable 2: Accela Automation setup**

During the System Setup step of this project, Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela Automation environment. This Deliverable is defined as the installation of the Accela Automation software on Agency computer systems, such that Agency can log into the system and verify that the software was installed. During the installation of Accela Automation, documentation on the installation of Accela Automation will be provided to the Agency as reference material.

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

- Installation of the Accela Automation software on Agency servers.
- Demonstration of an operational Accela Automation computing environment.
- Installation documentation (MS Word and Adobe pdf).

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

- Perform a remote system check of the installation.
- Install Accela software.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Provide documentation of the Agency installation.
- Configure Accela Automation to use the reporting technology selected by the Agency (Crystal Reports, Oracle Reports, or SRSS).

**Accela Responsibilities:**

- Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
- Deliver and install the Accela Automation software on the Agency server.
- Provide hardware and installation documentation to Agency in order to facilitate procurement.

**Agency Responsibilities:**

- Provide timely and appropriate responses to Accela's requests for information.
- Procure and configure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Make available the appropriate Agency key IT users to participate in any hardware, software, environment, and infrastructure meetings.
- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

**Acceptance Criteria:**

- Confirmation of ability to log into the Accela Automation software that has been installed on Agency computer systems.
- Demonstrate core Accela Automation system is operational in the Agency environment.

## STAGE 2 – ANALYSIS

### Deliverable 3: Configuration Analysis

Configuration Analysis is comprised of the activities required to define the baseline configuration of Accela Automation for the Agency. The key output of the process is the System Configuration Document, which serves as a 'blueprint' for all design and configuration efforts throughout the implementation project and establishes the benchmarks for testing and acceptance at the conclusion of the project. In order to develop the content for this document, Accela will work closely with designated Agency personnel and will conduct configuration analysis sessions to capture the required business processes to be automated within the system. Accela will use the High level Configuration Analysis document that was developed in the High Level Analysis Project as a baseline. As a part of this effort, Accela will also identify key Accela Automation features that can best support these processes.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each license process type.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each license process type.
- Review the collected document all required inspections and inspection result options for each license type.

Accela will use the AIM System Configuration Document template, and the appropriate content within that document to capture the Agency's processes to be configured. Accela's Project Manager will coordinate the compilation of the information collected during the Configuration Analysis into a System Configuration Document that will detail all aspects of the proposed configuration. The configuration document includes detailed configuration settings including the following topics:

• Organization and departments	• Security
• Application Types	• Workflow
• Staff Assigned to tasks	• Email Notification
• Application Status Group	• Smart Choice Group
• Application Specific Information	• Dropdown List Values
• Fees	• Standard Conditions
• Standard Comments	• Standard Choices
• Parcel Templates	• Inspections
• Reports	• Event Scripts

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the configuration document for the purpose of approval and sign-off on the deliverable. Accela will configure a prototype application, including the workflow, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency - it is not part of the configuration process.

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

- Configuration Analysis data gathering activities, including workshops, interviews, and WebExes.
- System Configuration Document (MS Word).

Accela Responsibilities:

- Conduct configuration analysis sessions to capture the required business processes to be automated within the system.
- Build selected prototypes to demonstrate proposed functionality.
- Conduct meetings via email, WebEx, phone, and in person to gather and validate analysis input.
- Prepare and complete System Configuration Document capturing the Agency's business processes to be configured.

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.
- Provide business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Review System Configuration Document and validate that the content accurately reflects the business processes data that will be configured in Accela Automation.
- There will three iterations of each Configuration Document. Agency will have three (3) business days to review and provide written comments to the initial Configuration Document. Accela will deliver a second iteration of the Configuration Document within two (2) business days. Agency will then have two (2) business days to review and provide written comments to the second iteration. Accela will then deliver the final iteration of the Configuration Document within one (1) business day. Agency will have two (2) business days to approve the final iteration. If either party fails to adhere to the above review schedule, the impact will be escalated in accordance with the documented Escalation Procedure defined in the Project Charter. Review cycles will be built into the Project Plan and discussed at Weekly Status Meetings.

## STAGE 3 – CONFIGURATION

### Deliverable 4: Accela automation System Configuration

Accela will provide professional services to configure Accela Automation in accordance with requirements established and agreed upon during the execution of the tasks that comprise Deliverable 3, Configuration Analysis. Accela will configure 43 Record types, including all associated workflows, fees, inspections, email notifications, conditions and standard comments in support of the Agency's requirements. Record types may be modified by agreement of Accela and Agency following the System Configuration Analysis sessions.

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

- Configuration of a total of 43 Record Types in Accela Automation.

Accela Responsibilities:

- Work with the Agency to identify supplementary information to accurately configure Accela Automation according to the System Configuration Document.
- Configure the Record types defined in the Configuration Analysis Document in Accela Automation.



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 configuring the system in an effort to learn about the system and work with Accela through the verification process that the system has been configured as required in the associated System Configuration Document.
- The Agency will test the system for purposes of validating the configuration.

Acceptance Criteria:

- Review and approve that the base configuration of Accela Automation is configured as documented in the approved System Configuration Document.
- Additional changes to the Configuration will be made throughout the Build and Readiness Phases as necessary fixes are identified. However, new changes requested to the configuration after Configuration is approved may require a Change Order depending on the level of effort associated with the change.
- There will be three iterations of each Configured Workflow and associated Record Types. Agency will have three (3) business days to review and provide written comments to the initial Configuration. Accela will deliver a revised Configuration within two (2) business days. Agency will then have two (2) business days to review and provide written comments to the Configuration. Accela will then deliver the final version of the Configuration within one (1) business day. Agency will have two (2) business days to approve the final version. If either party fails to adhere to the above review schedule, the impact will be escalated in accordance with the documented Escalation Procedure defined in the Project Charter. Review cycles will be built into the Project Plan and discussed at Weekly Status Meetings.

## STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of Accela Event Manager scripts to automate business processes and custom report development. It comprises all of the additional critical activities outside of base configuration that has been configured for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

The conversion of historic data from the existing database is one of the most significant aspects when migrating from one system to another. Accela responsibilities will include assistance in data mapping, script development for conversion, assistance in data testing and validation, and assistance with final data conversion. For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort. Accela also expects that all data to be converted into Accela Automation be scrubbed as may be necessary by the Agency resources and be in the appropriate data format prior to migration/conversion. Accela is not responsible for cleansing of the Agency data.

The required data mapping effort will be a conducted by Agency personnel with assistance from Accela. Once the data mapping has been defined, Accela will ask that a representative of the Agency sign off on the data maps. The Agency will be responsible for loading the data to be converted into the Accela standard staging tables. Accela will be responsible for the data conversion programs to load data from the standard staging tables to the Accela Automation database. **PLEASE REFER TO APPENDIX A FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA'S STANDARD CONVERSION APPROACH.**

### **Deliverable 5: Standard Licensed Professional Data Conversion**

Accela will provide a program to convert licensed professional data from a single source to be defined by the Agency to the Accela Automation licensed professional tables. Data will be provided in Accela's standard format. After Agency staff signs off on the conversion specification document, the Accela conversion team will configure the conversion that will populate the Accela system with the appropriate data.

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

- Licensed Professional Data Conversion Specifications Document (MS Word/MS Excel).
- Migrated Licensed Professional data into Accela Automation testing database environment.

Accela Responsibilities:

- Provide standard Licensed Professional conversion documentation and support.
- Run (2) migrations of data provided by the Agency into the Agency's AA testing database environment.

Agency Responsibilities:

- Identify data accuracy / quality issues and resolve them (data scrubbing).
- Provide Licensed Professional data in the format(s) specified by the standard Licensed Professional documentation.
- Allocate the time for qualified business and technical experts for the Accela-led data-mapping sessions that are critical to the project success.
- Assist in the data-mapping process.
- Load data from original source(s) into the Accela standard staging tables.
- Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Acceptance Criteria:

- Review and acceptance of the Licensed Professional Data Conversion Specifications document.
- Confirmation that Licensed Professional data has been converted to Accela Automation testing environment according to the standard Licensed Professional data specifications.
- Agency will have 10 business days to review the migrated APO data. If no changes or comments are requested within the 10 days, the data migration is considered approved by the Agency.

## **Deliverable 6: Historical Data Conversion**

Accela will provide a program to convert appropriate Agency's PILAR, Business Licensing and Fire Inspections historical data into Accela Automation. An initial estimate of 300 hours of consulting services has been allocated for configuration of the data conversion program.

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

- Historical Data Conversion Specifications Document(s) (MS Word/MS Excel).
- Migrated historical data into Accela Automation testing database environment.

Accela Responsibilities:

- Work with the Agency to convert Record types and subtypes from PILAR into Accela Automation.
- Work with the Agency to convert Record types and subtypes from Business Licensing into Accela Automation.
- Work with the Agency to convert Record types and inspection types from Fire Inspection database into Accela Automation.
- Migrate data provided by the Agency into the Agency's AA testing database environment.
- Accela will run up to (3) three migrations of historical data into the test environment. An initial migration, a second migration then a third and final migration.

Agency Responsibilities:

- Identify data accuracy / quality issues and resolve them (data scrubbing).

- Provide data in the staging table format supported by Accela Automation migration tool.
- The Agency will lead the data mapping effort and sessions and must allocate the time for qualified business and technical experts for the Agency-Led data-mapping sessions that are critical to the project success.
- Lead the data-mapping process.
- Load data from original source(s) into the Accela standard staging tables.
- Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Acceptance Criteria:

- Review and acceptance of the PILAR, Business Inspection and Fire Inspections Data Conversion Specifications document(s).
- Confirmation that PILAR, Business Inspections and Fire Inspections historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.
- Agency will have 20 business days to review the migrated PILAR Historical data. If no changes or comments are requested within the 20 days, the data migration is considered approved by the Agency.

**Deliverable 7: interface to Denver Address Database**

Accela will develop an interface between Accela Automation and Denver Address Database to integrate the City of Denver Addresses into Accela Automation. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Denver Address Database in staging/test environment.

Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Acceptance Criteria:

- Review and approval of the Interface Specification document.

- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

### **Deliverable 8: interface to Denver GIS**

Accela will develop an interface between Accela Automation and Denver GIS to integrate the city's parcel and owner information in to Accela Automation. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Denver GIS in staging/test environment.

#### Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

#### 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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

#### Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

### **Deliverable 9: interface to IVR**

Accela will develop an interface between Accela Automation and the City of Denver's IVR system. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to IVR in staging/test environment.

#### Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.

- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

**Deliverable 10: interface to Oracle BI Suite**

Accela will develop an interface between Accela Automation and Oracle BI Suite. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Oracle BI Suite in staging/test environment.

Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not

unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

### **Deliverable 11: interface to Alfresco**

Accela will develop an interface between Accela Automation and Alfresco. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Alfresco in staging/test environment.

#### Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

#### 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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

#### Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

### **Deliverable 12: interface to PeopleSoft Financials**

Accela will develop an interface between Accela Automation and PeopleSoft Financials.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to PeopleSoft Financials in staging/test environment.

#### Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

**Deliverable 13: interface to Peoplesoft 311**

Accela will develop an interface between Accela Automation and PeopleSoft 311. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to People Soft Financials in staging/test environment.

Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

### **Deliverable 14: interface to Oasis**

Accela will develop an interface between Accela Automation and Oasis. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Oasis in staging/test environment.

#### Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

#### 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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

#### Acceptance Criteria:

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

### **Deliverable 15: interface to Denver Enterprise Cashiering**

Accela will develop an interface between Accela Automation and Denver Enterprise Cashiering. to Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Denver Enterprise Cashiering in staging/test environment.

#### Accela Responsibilities:

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.



**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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

**Acceptance Criteria:**

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

**Deliverable 16: interface to Kronos**

Accela will develop an interface between Accela Automation and Kronos. Specifically, Accela will employ web services to assist with the creation of an interface from Accela Automation to the Agency's system.

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

- Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to Kronos in staging/test environment.

**Accela Responsibilities:**

- Work with Agency staff to develop interface specifications during configuration.
- Use an Accela web service or other tool to implement interface functionality based on the specifications.
- If not using an Accela web service, assist the Agency with testing and debugging of the interface.

**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.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

**Acceptance Criteria:**

- Review and approval of the Interface Specification document.
- Demonstration of the interface meeting the specific requirements detailed on the interface specifications document within the 90 hour budget allocated to this task. The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

**Deliverable 17: Event Management Scripting Assistance**

During the configuration analysis phase of the implementation project, Accela will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development. Accela will work with key Agency project stakeholders to identify the business rules/processes that can be automated. A total of 400 services hours will be devoted to EMSE script requirement specification, EMSE script development, and EMSE script development consultation and knowledge transfer. Accela will work with Agency to identify desired EMSE functionality, and subsequently will help prioritize the scripting needs to determine which scripts will be developed by Accela, and which scripts can be developed by the Agency. The scripts developed by Accela can be used as models whereby agency staff can develop and modify additional EMSE scripts as needed.

Representative examples of business processes that could be automated by a script listed below. Note that the below list is an example list only and not a list of the actual script(s) that will be developed for the project.

- License Renewal (License Module)
  - Use Case: Batch Automation of License Renewal;
- Licensed Expiration Dates based on workflow (License Module)
  - Use Case: Automation of expiration dates based on workflow updates;
- Cancel application submittal based on proximity alert (Accela GIS)
  - Use Case: Do not allow an adult bookstore to be located within 1 mile of a school ;
- Closing workflows based on inspection results
  - Use Case: Final Inspection is complete, update workflow;
- Automatic assessment of complex fee calculations
  - Use Case: Auto fee calculation, assessment, and invoicing upon application submittal;
- Increment a date based on workflow status change
  - Use Case: Expiration on Permit is made current every time a workflow is updated;
- Preventing inspections based on various criteria
  - Use Case: Depending on workflow / application status, do not allow an inspection to take place.

Prior to the development of a script, the Agency will approve a design specification document that will be created jointly by the Agency and Accela. The approved document will be used as a basis for determining completion and approval of the deliverable.

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

- Prioritized list of desired EMSE scripts (MS Excel/Word).
- EMSE script specifications for scripts to be developed by Accela (MS Excel/Word).
- Demonstrated operability of scripts in staging/test environment per the design document specifications.

#### Accela Responsibilities:

- Work with Agency staff to identify potential uses of EMSE scripting.
- Assist with development of list of desired EMSE functionality.
- Aid the Agency in prioritizing which scripts will be developed by Accela.
- Develop EMSE scripts based on the specifications.
- Demonstrate functionality of scripts per specifications.

#### Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
- Identify resources that will learn EMSE scripting tools and approaches for ongoing maintenance.
- Prioritize desired EMSE functionality to determine which scripts Accela will develop.
- Provide timely and appropriate responses to Accela's request for information.
- Verify the Event Script Specification meets the intended business requirement.
- Allocate the time for qualified personnel to test the script for acceptance.

- Ensure that the data populates successfully according to the script requirements document.

**Acceptance Criteria:**

- Review and acceptance of design document with written sign-off from the Agency.
- Demonstrate a developed script within the system.

**Deliverable 18: Report Specifications/ Report Development**

Accela will develop documents/letters/reports from those identified by the Agency as required for the new system. These reports are in addition to the standard reports provided to the Agency at no additional charge; refer to Appendix B for a list of standard reports. A total of 572 services hours will be devoted to Report Specification Development and Report Development. It should be noted that the above outputs of this deliverable are bound by the 572 hours allocated for this task. In other words, if the allocated hours are expended before the completion of the reports, the Agency can either execute a Change Order to have Accela complete the remaining tasks at Accela's then current T&M rates, or the Agency can opt to complete the task using Agency resources.

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during configuration analysis. The Configuration Document will define the reports and documents that are required by the Agency to effectively use Accela Automation. These reports will be broken down by level of effort and identified in the configuration document. It is expected that, after the appropriate training on the database and the selected report writing tool is completed, Agency personnel will be able to handle additional and future report requirements. Reports are classified by level of effort: high, medium, and low. High is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. The majority of reports require a 'medium' level of effort, which is defined as a report displaying non-calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data.

Development of the custom reports can be allocated between Accela Automation and Accela Mobile Office Reports as determined by the Agency. These reports can be developed using the integral Accela Report Writer included with Accela Automation, Microsoft Report Service (SRS) or Crystal Reports XI Server at the Agency's discretion. These custom reports, whether developed with Accela Report Writer, SRS or Crystal Reports, will be deployed in the Report Manager for use within Accela Automation. Any reports for Accela Wireless will require a report-writing tool that can create XML or XSLT reports.

Prior to the development of a report the Agency will approve report design specification documents that will be created jointly by the Agency and Accela. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete. Changes to the specifications after signoff on the specifications by the Agency can be executed through a change order at Accela's then current T&M rates.

A proven strategy that combines the use of the Accela Automation Quick Queries, custom reports developed by Accela that include run-time parameters to allow similar reports to be combined, and the development of other reports by the Agency after training, can ensure that all required reporting requirements are met.

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

- List of identified reports that Accela will develop (MS Word, within System Configuration Document).
- Report Specifications Documents for each of the identified reports (MS Word).
- Development of Reports

**Accela Responsibilities:**

- Assist in determining level of effort for reports to assist with prioritization.
- Develop report specifications.
- Develop reports per specifications.
- Assist in the validation of the reports in test environment.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate key users and content experts to participate in the report specification development and validation activities.
- Provide information and data in the formats specified by Accela that will be needed for agreement on the Deliverable.

Acceptance Criteria:

- Agreement on prioritized list of reports that will be developed by Accela.
- Review and approval of individual Report Specifications documents. The Agency will not unreasonably withhold acceptance if the Agency requests changes to the reports specifications after the initial signoff of the specification by the Agency.
- Confirmation of report accuracy in test environment per Report Specifications. The Agency will not unreasonably withhold acceptance if the Agency requests changes to the reports specifications after the initial signoff of the specification by the Agency.
- There will be two iterations of each Report Specifications Document. Agency will have three (3) business days to review and provide written comments to the initial version. Accela will deliver a revised Report Specification Document for final review within two (2) business days. Agency will then have two (2) business days to approve or provide final written comments. If either party fails to adhere to the above review schedule, the impact will be escalated in accordance with the documented Escalation Procedure defined in the Project Charter. Review cycles will be built into the Project Plan and discussed at Weekly Status Meetings.

## **Deliverable 19: Accela Citizen Access Installation and Configuration**

This deliverable includes setup, configuration and deployment of the Accela Citizen Access (ACA) software. ACA will be installed on the Agency's hardware and configured based on the configuration of Accela Automation as defined by the configuration deliverables. Subsequently, Accela will work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public.

Three types of reports can be shared with citizens. They are: receipts, permits, and summary reports. Accela cannot support adding attachments to emails sent from the application. However, reports can be auto-attached when run via the application either manually or on a workflow status change. Features available for configuration include:

- Permit/License/Complaint Research,
- Permit Application and Issuance,
- Service Request/Complaint Entry,
- License Renewals,
- Inspection Request Entry,
- Inspection Results Research.

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

- Accela Citizen Access installed on Agency server(s).

- ACA Configuration Specification Document (MS Word).
- Demonstration of operational ACA system per ACA Configuration Specification document.

It should be noted that the Agency must purchase and configure an Internet-enabled Merchant Account payment engine to interact with ACA. ACA interfaces directly with the payment engine used by Verisign / PayPal. If another payment gateway is desired by the agency, determination of which party will develop the adapter and the specific terms and tasks must be vetted and documented via a change order.

Accela Responsibilities:

- Install Accela Citizen Access at the Agency.
- Work with the Agency to determine which services to expose to the public via ACA.
- Create configuration specification for Accela Citizen Access based on analysis with the Agency.
- Configure Accela Citizen Access based on approved specification document.

Agency Responsibilities:

- Allocate appropriate staff resources to participate in training sessions.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide access to proposed Accela Citizen Access server hardware, on site and remotely.
- Purchase and deploy an internet-enabled merchant account payment engine (Verisign / PayPal is natively supported).
- Provide information on the services that the Agency desires to offer via Accela Citizen Access.

Acceptance Criteria:

- Confirmation that ACA is installed on Agency server.
- Review and approval of ACA configuration document(s).
- Demonstration of the operational ACA functionality per the specification document(s). The Agency will not unreasonably withhold acceptance if the Agency opts to complete the task using Agency or third party resources.

**Deliverable 20: Accela GIS Installation and Configuration**

Accela will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system .
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).

During GIS installation, Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment.

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

- Accela GIS installed on Agency server(s).
- Demonstration of operational system.

Accela Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and the Agency.
- Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Automation system.

Agency Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process.
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Accela with network access for remote installation and testing.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria:

- Demonstration of operating Accela GIS in test environment.

### **Deliverable 21: Accela Mobile office**

Accela will install and configure the Accela Mobile Office application. As part of this deliverable, Accela will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode .
- Print reports in the field .

Accela Mobile Office installation and setup will involve Accela's technical staff working with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela Wireless test and production environments. Accela technical staff will validate the proper installation and configuration of the Accela Mobile Office environment. Successful installation will be demonstrated through logging into the Accela Mobile Office Client communicating to the Accela Mobile Office server.

Analysis activities with the Agency will result in an Accela Mobile Office Configuration Document. Specifically, the system configuration will include specifics related to the following:

- Configure categories and 4 guidesheets (i.e., field templates for data capture in the field), the Agency will be responsible for additional guidesheet configuration.

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

- Accela Wireless installed on Agency server.
- Accela Wireless Configuration Specification Document (MS Word) .
- Configuration of 4 Guidesheets.
- Demonstration of operational system per Accela Wireless Configuration Specification document.

Agency Responsibilities:

- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Arrange for the availability of appropriate resources for the system installation, setup, testing, and quality assurance throughout the setup process
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide Accela with network access for remote installation and testing.

- Create additional guidesheets over and above the 4 Guidesheets to be configured by Accela.

Acceptance Criteria:

- Confirmation of Wireless configuration of profiles.
- Demonstration of Accela Wireless per Configuration Document within the test/staging system.

## STAGE 5 – READINESS

### Deliverable 22: Administrative and Technical Training

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In addition to a comprehensive administrator training course that spans three days, Accela will also train Agency users on the administration and use of the system. Specifically, the following courses will be provided to the Agency.

- Accela Automation Administrator Training.
- Accela Console Maintenance Training (V360 Usage) ,
- Accela Event Manager Script Training ,
- Accela Report Schema Training.
- Accela Mobile Office Training.
- Accela Citizen Access Training,
- Accela GIS Training.

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

- Three-day Accela Automation Administrator Training course,
- One-day Console Maintenance Training course,
- One-day Event Manager Script Manager Training course,
- Two Day Advanced Event Manager Training Course
- Six Half-day (4 hours) Mobile Office Administrator Training course,
- One-day Report Schema Training course,
- One-day Accela Citizen Access Technical Training course,
- One-day Accela GIS Technical Training course.

Accela Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Provide four instances of Daily User Training.

Agency Responsibilities:

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

Acceptance Criteria:

- Execution of Accela Automation Administrator Training Course.
- Execution of Accela Console Maintenance Training Course.
- Execution of Accela Event Manager Script Training Course.
- Execution of Accela Advanced Event Manager Script Training Course.
- Execution of Accela Mobile Office Administrator Training Course.
- Execution of Accela Report Schema Training Course.
- Execution of Accela Citizen Access Training Course.
- Execution of Accela GIS Training Course.

### **Deliverable 23: Daily User Training**

This Deliverable includes the Delivery by Accela to Agency of 25 instances of the Daily User Training course (2 days onsite). 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 ensure successful instruction with Agency agreement.

End User Training should be coupled with the Agency delivering supplementary 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 the 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current training documentation in a format that can be used to customize the documentation. Documents delivered by Accela to the Agency will be valid for the release that the Agency is trained.

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

- Training documentation (MS Word).
- 25 instances of Daily User Training.

Accela Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Provide 25 of Daily User Training.

Agency Responsibilities:

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

Acceptance Criteria:

- Execution of 25 instances of the End User Training course to the Agency.

### **Deliverable 24: User Acceptance Testing (UAT)**

This deliverable is comprised of the assistance Accela will provide to allow the Agency to accept that the configuration meets definitions in all the deliverables. Accela will assist the Agency in the testing and



validation of the configuration and its readiness to be migrated to production for active use and will assist in transferring the system configuration and any required data from Support to Production.

Accela will provide 160 hours of support for answering questions and addressing errors discovered in User Acceptance Testing. Accela will assist the Agency in the testing and validation of the configuration and its readiness to be migrated to production for active use and will assist in transferring the system configuration and any required data from Support to Production. However, it should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency can further test individual components of functionality of the configuration (i.e., functional and/or unit testing), and can also test to ensure that the interrelated parts of the Accela Automation configuration are operating properly (i.e., integration testing).

Accela will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. Accela will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. Accela recommends that the Agency develop a test plan and scripts, as well as an issue log to track the progress of testing. Accela can assist in recommending best practices for developing a test plan.

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

- Resolution of configuration issues resulting from Agency End User Testing.
- Fully-tested system that is ready to move to a production environment.

Accela Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Assist the Agency in the User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production.
- Assist the Agency in the final conversion of legacy data to the Production system.
- Assist in resolution of issues raised as a result of User Acceptance Testing activities.

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.
- Lead the User Acceptance Testing effort
- Develop the User Acceptance test scripts
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:

- Completion of UAT or when Accela exhausts the allotted consultation hours.

## **Deliverable 25: V360 User Experience**

Accela will use the completed configuration and standard, best practice V360 User Interface as a starting point for analysis and documentation of desired look and feel of Accela Automation V360 user interface.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review the required portlets for each major user group.
- Review the required fields, field order and field names of each major portlet.
- Provide recommendations and seek input on required Quick Queries in order to define a default list.
- Provide recommendations and seek input on required Smart Charts (Dashboards) in order to define a default list.

Accela will use the V360 User Console configuration document template, and the appropriate content within that document to capture the Agency's desired V360 User Experience to be configured. Accela's Project Manager will coordinate the compilation of the information collected during the Analysis into the document, including detailed settings related to the following topics:

• User Consoles	• Form Filters
• ASI Form Layout	• APO Template Form Layout
• Quick Queries	• Smart Charts

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the document for the purpose of approval and sign-off on the deliverable. Accela will configure the application to meet the requirements of the document upon approval

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

- Analysis activities, including a workshop, interviews, and WebEx sessions.
- V360 User Console Configuration Document(s) (MS Word).
- Configuration of V360 User Experience per the V360 User Console Configuration Document

Accela Responsibilities:

- Conduct sessions to capture the required look and feel functionality of the Accela Automation system
- Build selected prototypes to demonstrate proposed user experience.
- Conduct meetings via email, WebEx, phone, and in person to gather and validate analysis input.
- Prepare and complete V360 User Console Configuration Document

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 user experience analysis and verify the accuracy of the documented user experience elements.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- V360 User Console configuration document.

## STAGE 6 – DEPLOY

## **Deliverable 26: Production Support**

Production date is defined as the official date in which Accela Automation moves from the test environment to production 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 moving to Production, Accela will provide 180 hours. This is for the purpose of assisting in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

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

- 180 hours of deployment support prior to moving to Production.
- Accela Automation used in production environment for Agency daily use.

### Accela Responsibilities:

- Provide on-site resources to support the move to Production effort.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.

### Agency Responsibilities:

- Provide technical and functional user support for pre- and post- Production Planning, execution, and monitoring.
- Provide timely and appropriate responses to Accela's request for information.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

### Acceptance Criteria:

- 180 hours of deployment support prior to moving to Production.
- Production system is first used by the Agency for daily use.

## **Deliverable 27: Post Deployment Support and Transition to CRC**

This deliverable is comprised of the post- Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Accela will provide 96 hours of support immediately following deployment. At the end of the week of onsite support, 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 a Post Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela, as well as any other issues which will be addressed by the Agency. Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of the SOW, cosmetic changes, and procedures related to the use of Accela Automation.

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

- Post Deployment Support.
- Finalized Post Production Issues List.
- Transition of Agency from Services team to Customer Resource Center for ongoing support.

### Accela Responsibilities:

- Provide 96 of post-production support.

- Assist with the identification of issues for the Post Production Issues List.
- Assist with issues that may arise related to the deliverables in this SOW.
- Transfer ongoing support of the client and to the CRC to address any post Production issues that require remediation.

Agency Responsibilities:

- Provide technical and functional user support for post Production support and monitoring.
- Develop and maintain a Post Production Issues List.
- 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.

Acceptance Criteria:

- Execution of 96 hours of post-Production support.
- Official transfer from the Accela Services project team to the Customer Resource Center (CRC).

**Deliverable 28: Project Management**

Accela will perform ongoing project management 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.

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

- Project plan management using Microsoft Project.
- Project document management using Microsoft Sharepoint.
- Issue log management and escalation.
- Status reporting.
- Change order management.
- Project workspace management.
- Resource management.
- 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.

Accela Responsibilities:

- Work directly with Agency throughout all aspects of Accela implementation to ensure successful implementation
- Maintain current Project Plan using Microsoft Project
- Manage Project documentation using Microsoft SharePoint
- Maintain Issue and Risks Log
- Generate and distribute Weekly Status Report
- Initiate Change Orders as necessary
- Manage shared project workspace
- Manage Accela resources and task completion

Agency Responsibilities:

- Oversee project team (including CCD resources)

- Ensure qualified Agency resources are assigned per the Project Plan
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Assist Accela Project Manager in reporting project status to key stakeholder groups
- Assist Accela Project Manager in identifying and resolving issues and risks

Acceptance Criteria:

- Consistent compliance with the above Project Management responsibilities

## Project Resources and Location of Work

### Work Location

Services contracted 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.

Agency Resources	Description
<b>Project Sponsor</b>	Responsibilities include: <ul style="list-style-type: none"> <li>• Ultimate responsibility for the success of the project,</li> <li>• Creating an environment that promotes project buy-in,</li> <li>• Driving the project through all levels of the agency,</li> <li>• High-level oversight throughout the duration of the project,</li> <li>• Serving as the primary escalation point to address project issues in a timely manner.</li> </ul>
<b>Project Manager</b>	Responsibilities include: <ul style="list-style-type: none"> <li>• Overall administration, coordination, communication, and decision-making associated with the implementation;</li> <li>• Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within the agency;</li> <li>• Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.</li> </ul>
<b>Division/Departmental Business Leads</b>	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: <ul style="list-style-type: none"> <li>• Attending requirements workshop sessions;</li> <li>• Willing and able to gather data and make decisions about business processes;</li> <li>• Assist in the creation of specifications for reports, interfaces &amp; conversions</li> <li>• Review and test the system configuration;</li> </ul>

	<ul style="list-style-type: none"> <li>• Participating in the implementation of the Accela Automation solution.</li> </ul>
<b>Division/Departmental Subject Matter Expert (SME)</b>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Being trained on the Accela Automation system at a System Administration level;</li> <li>• Being fully engaged in the Business Analysis and system configuration activities;</li> <li>• Assist internal efforts towards the creation of reports, interfaces &amp; conversions;</li> <li>• Assist in the review and testing of the system configuration;</li> <li>• Actively participate in the full implementation of the Accela Automation solution.</li> </ul>
<b>Technical Lead</b>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Primary responsibility for the technical environment during the software implementation;</li> <li>• Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards;</li> <li>• Work with Accela technical personnel during implementation;</li> <li>• Maintain test and production databases;</li> <li>• Perform day-to-day maintenance of the system and install maintenance releases;</li> <li>• Act as the primary technical resource for troubleshooting problems;</li> <li>• Establish and maintain backup, archival, and other customary maintenance and housekeeping activities.</li> </ul>

## 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

Accela Resources	Description
<b>Project Executive</b>	<p>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.</p>
<b>Project Manager</b>	<p>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:</p>

	<ul style="list-style-type: none"> <li>• Project plan management,</li> <li>• Change order management,</li> <li>• Issue log management and escalation,</li> <li>• Status reporting,</li> <li>• Project workspace management,</li> <li>• Resources management,</li> <li>• Work plan management,</li> <li>• Meetings management,</li> <li>• Project review with Project Executive.</li> </ul> <p>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.</p>
<p><b>Senior Implementation Consultant</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design,</li> <li>• Leading system configuration activities,</li> <li>• Providing training/mentoring to agency staff,</li> <li>• Recommend industry best practices to agency to enhance business processes,</li> <li>• Guide agency on how best to configure the system based on past experiences and software expertise.</li> </ul>
<p><b>Implementation Consultant</b></p>	<p>Implementation Consultant resources support the project and typically focus on the following tasks.</p> <ul style="list-style-type: none"> <li>• The configuration of the system to match the System Configuration document.</li> <li>• Build activities within the project, such as conversion data mapping, creation of reports and interface specification.</li> </ul>
<p><b>Technical Consultant</b></p>	<p>Accela Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as:</p> <ul style="list-style-type: none"> <li>• Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access),</li> <li>• Report definition and creation ,</li> <li>• Event Manager Script definition and programming ,</li> <li>• Database Conversions and data mapping assistance.</li> </ul>
<p><b>Training Consultant</b></p>	<p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>



## Accela fees and Estimated level of effort

The table below illustrates Accela's projected level of effort and pricing by major deliverable.

Deliverable	Description	Estimated Hours	Price
#1	Project Initiation	44.30	\$7,000.00
#2	System Setup	66.46	\$10,500.00
#3	Configuration Analysis <ul style="list-style-type: none"> <li>43 workflows, 6 licensing, 37 permitting, 250 license types, 56 permit types</li> </ul>	1,476.65	\$233,310.00
#4, #17, & #25	Configuration <ul style="list-style-type: none"> <li>43 workflows, 6 licensing, 37 permitting, 250 license types, 56 permit types</li> <li>50 Event Manager Scripts</li> </ul>	984.43	\$155,540.00
#5 & #6	Data Conversion <ul style="list-style-type: none"> <li>MS SQL Data Source</li> </ul>	332.28	\$52,500.00
#7 - #16	Interfaces All Integration to EAI layer (Oracle Enterprise Service Bus) for following integration points: <ul style="list-style-type: none"> <li>Denver Address Database (one-way, real time)</li> <li>IVR (one-way, batch)</li> <li>Oracle BI suite (one-way, real-time)</li> <li>Oasis (one-way, real time)</li> <li>Alfresco</li> <li>Peoplesoft Financials</li> <li>Peoplesoft 311</li> <li>Kronos</li> <li>Denver Enterprising Cashiering</li> <li>Denver GIS (Parcels and Owners)</li> </ul>	897.15	\$141,750.00
#18	Report Specification/Development	632.91	\$100,000.00
#19	Accela Citizen Access	188.29	\$29,750.00
#20	Accela GIS	77.53	\$12,250.00
#21	Accela Mobile Office	132.91	\$21,000.00
#22 & #23	Training <ul style="list-style-type: none"> <li>Training Class - Overview (1 day)</li> <li>Training Class - End User (25 two-day sessions, 250-500 attendees)</li> <li>Training Class - Admin Configuration (3 days)</li> <li>Training Class - Console Maintenance (1 day)</li> <li>Training Class - EMSE Basic (1 day)</li> <li>Training Class - EMSE Advanced (2 day)</li> <li>Training Class - Reporting Schema (1 day)</li> </ul>	522.78	\$82,600.00

#24	User Acceptance Testing	177.22	\$28,000.00
#26	Production Support	199.37	\$31,500.00
#27	Post Deployment Support and Transition to CRC	106.33	\$16,800.00
#28	Project Management	1669.77	\$263,823.00
	<b>Total</b>	<b>7,508.37</b>	<b>\$1,186,323.00</b>
	<b>Estimated Travel Expenses</b>		<b>\$107,908.00</b>
	<b>Total Travel &amp; Services</b>		<b>\$1,294,231.00</b>

## Payment terms

Accela will invoice Agency monthly on a Time and Materials basis at a rate of \$158 per hour. Monthly invoices will include supporting timesheets that detail hours worked by task. Accela has provided "not to exceed" estimates for all project deliverables (See Accela Fees and Estimated Level of Effort table above).

A schedule of deliverables, by phase of work, shall be developed as part of the detailed project schedule. Accela will provide weekly progress updates on each deliverable, including the hours approved, hours remaining, percent complete, and any variances from the original schedule. A schedule of estimated time and expense payments based on the scheduled completion of deliverables and/or milestones and phases shall be developed and may be added to this contract by amendment.

Accela agrees not to exceed the estimated hours for any deliverable without written permission by Agency.

Furthermore, Accela agrees not to invoice service fees and travel related expenses beyond the maximum annual amounts listing below.

- Year #1 (2011): \$601,130.52
- Year #2 (2012): \$693,100.48

Accela hours and expenses that are worked and incurred within a calendar year, but exceed the annual maximum amounts listed above, will carryover and will be invoiced to the Agency in January of the following year.

## Expenses

Out-of-pocket travel and lodging expenses incurred by Accela resources in the performance of this Statement of Work will be reimbursed by Agency as incurred, in accordance with the Services Agreement between Accela and the City and County of Denver. Out-of-pocket travel and living expenses include but are not limited to approved travel, airfare, transportation, lodging, parking, wireless internet connectivity, and meals and the limits of those expenses are set out in Appendix D.

## Acceptance

The Services contracted for in this Statement of Work will be considered Accepted when all Deliverables defined in the Work Description Section have been accepted by Agency as defined for each Deliverable.

## Appendix A – standard data conversion assumptions

The following information is intended to provide detailed information related to the scope, inclusions and exclusions that comprise Accela's standard data conversion offerings. Accela understands the complexity and level of detail inherent in conversion activities and provides this information in an effort to address common questions and misconceptions. Any conversion activities not included in the Standard Data Conversion Assumptions section below are considered out of scope, and can be addressed through a change order for Accela services, or can potentially be executed by the Agency, depending on the nature of the tasks and the skills required.

### General Information AND Requirements for Historical Conversions

- The standard historical data conversion includes converting only transactional tables and current APO and Professional License (CAED) tables. It does **not** include the work to develop APO periodic updates.
- Accela will **not** convert every single data element in the client's legacy database. Each field of data with a corresponding location in Accela Automation can be mapped and converted. Note: for Permits Plus-to-Accela Automation conversions, data will be converted per the standard database schema
- Extensive quality assurance by the client is recommended to verify accurate transfer of data. Accela will perform unit testing of the conversion program and perform spot checks of the data within AA to rule out data corruption.
- A complete configuration must exist as data conversion is heavily dependent upon configuration. In particular:
  - o CAP types must be configured and work flow must be established for each CAP type prior to conversion,
  - o Configuration of application specific information must exist,
  - o Client sign off on data maps is required prior to executing the first conversion run.
  - o

### Standard Data Conversion Assumptions

- **"As-Is" Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means no data transformation (unless the Accela Data Mapping tool enables the data transformation) and also means the mapping will be field-to-field, such that a single field is mapped to a single field. "As-is" means the data will look in AA exactly as it appears in the legacy system.
- **Standard Data Inclusions:** Permit Detail (work order detail), Parcel, Address, Owners, Contractors, Contracts, Job valuation, People, Addresses, Inspection types, Fees.
- **Data Mapping Tool Use:** Data can be mapped using the Accela Data Mapping tool, an Accela implementation tool used to map legacy data into Accela Automation. The standard allows for certain types of mappings. For example, a legacy 'yes/no' field that would map to an AA yes/no field is allowed for within the standard. Another example the tool allows is mapping a legacy '1 or 0' to a checkbox field in AA. An example of mapping that is NOT standard is mapping a legacy text field value into a dropdown box in AA.
- **Database Formats:** for historical conversions that utilize the data mapping tool, data must be provided in either an MS SQL Server or Oracle database. Accela can provide a list of the most recent versions of each that are supported at contract signing. (Note that APO and Licensed Professional data can be provided in Oracle, MS-SQL Server, MS Access, or pipe delimited flat file because these two conversions do not utilize the data mapping tool).
- **Documents:** The standard data conversion includes converting documents to ADS in AA provided the client provides the documents in a structure Accela requires.. The documents will be converted to ADS and written/stored in a file system, not a database.
- **Conditions:** Conditions of approvals can be mapped to workflow using the Data Mapping Tool and are standard *provided they correlate and are configured to a work flow item in AA*. Conditions of lock/hold/notice are standard.

- **Guidesheets:** Guidesheet conversion for any product *other than* Permits Plus and Tidemark is part of the standard.
- **Concatenating data/rules:** The following are the standard data concatenation/translation rules:
  - Record level concatenation (e.g. Fielda & " and " & Fieldb),
  - Type casting with defaulting (e.g. convert a string to a date or number if translation is possible,
  - Null checked on required fields,
  - Add two numbers (e.g. NumberA + NumberB),
  - Translate legacy items that fit into the predefined translation tables,
  - Eliminate duplicated records.

### **Non Standard Data Conversion Items (Exclusions)**

- Data scrubbing/cleansing;
- Concatenating data/rules: The following are NOT standard data concatenation/translation rules:
  - Vertical concatenation,
  - Parsing,,
  - Special exclusion rules Ex. Only when fields > 50 characters,
  - Custom translation outside of the normally defined translations;
- Translating text box values in legacy system to dropdown object in AA;
- Parsing data (e.g. names, addresses);
- Converting business-specific rules - cannot be mapped in the Data Mapping tool;
- Fee screen items converting to application comments for any legacy product;
- Virtual data items (this is related to the Permits Plus product only);
- Hearing calendars;
- Sets or models;
- Permits Plus and Tidemark Guidesheets;
- Renewable Data.

## Appendix b – Accela Automation Standard Reports

Report Name	Description	Parameters
Address Activity	Details of applications associated with the specified address, for the specified module(s).	Address, Primary Address Only?, Module(s)
Assessor Report	Details (include valuation) of applications filed or issued during specified date range. User can filter by file date or by workflow task/date. Grouped by application type/subtype.	Application Type, Date Range, Filter By, Workflow Task & Status
Building Permit-HTML	Building Permit showing application details (e.g., job address, owner, applicant, contractor, valuation, fees, etc.) and customizable legal declaration. Legal declaration may be supplied by agency. In HTML format & accessed from Permit tab only.	Application Number
C404	C404 report to U.S. Census Bureau. Provides data required for the following C404 form sections: (3) New Residential Buildings, (4) Additions, Alterations & Renovations to Existing Structures, (5) Construction over \$500,000	Application Type, Workflow Task & Status, Status Date
Certificate of Occupancy	Certificate of Occupancy, showing permit #, owner name and address, and property address.	Application Number
Fee Payment by Account	Details of payments and refunds applied during the specified date range. Grouped by account number.	Payment Date Range
Fee Payment by Application	Payment summaries for applications filed during the specified date range and for the specified application type (optional).	File Date Range, Application Type
Inspection Activity	Details of scheduled and completed inspections for the specified date range, inspector (optional) and application type (optional). Grouped by Inspector and date.	Inspection Date, Inspector, Application Type
Inspection Count	Count of inspections during the specified date range, both by Inspector and by Inspection Type. User can specify scheduled inspections, completed inspections, or both. User can choose to show counts by C404 code.	Inspection Date, Scheduled or Completed Inspections, Show Inspector-Inspection Details?, Count by C404 Code?
Inspection Request List	Details of scheduled inspections for the specified date, inspector, or application number. Inspections are grouped by inspector, then application number.	Inspection Date, Inspector, Application Number, Sort By
Inspection Result List	Details of inspections for which a result has been assigned, for the specified date, inspector, or application number. Inspections are grouped by inspector, then application number.	Inspection Date Range, Inspector, Application Number, Sort By
Monthly Permit Summary	Details of applications filed during the specified date range and for the specified application type (optional).	File Date Range, Application Type
Permit	Permit showing details including job address, work description, parcel number, owner, contractor, and fees.	Application Number

## Appendix c – deliverables acceptance form

Please acknowledge acceptance by:

A.

Sign and fax this document to:

Accela, Inc.  
YOUR NAME  
YOUR TITLE  
Tel:  
Fax:

B.

Email this document as an attachment to:

A.1:

YOUR EMAIL

Date:	
Agency Name:	
Approving Agency Manager:	
Accela Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract / Agreement.

APPROVALS:

Agency Name

Signature

Title

Date

**APPENDIX D TO EXHIBIT B**

**REQUIRED TRAVEL DETAIL**

<b>Project Duration</b>	<b>18 months</b>
<b>Average Airfare</b>	<b>350</b>
<b>Average Room Rate</b>	<b>175</b>

<b>Role</b>	<b>Number of Trips* Estimated</b>	<b>Airfare</b>	<b>Lodging</b>	<b>Meals</b>	<b>Other</b>	<b>Estimated Total</b>
Project Manager	18	\$6,300.00	\$9,450.00	\$4,320.00	\$6,300.00	\$26,370.00
Consultant	25	\$8,750.00	\$15,313.00	\$6,000.00	\$8,750.00	\$38,813.00
Consultant	20	\$7,000.00	\$12,250.00	\$4,800.00	\$7,000.00	\$31,050.00
Tech Consultant	10	\$3,500.00	\$4,375.00	\$1,080.00	\$2,000.00	\$11,675.00
					<b>Estimated Total</b>	<b>\$107,908.00</b>

\*. A trip is defined as one person's roundtrip travel to the work location. A trip may be any length of stay.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID SM  
ACCEL-1DATE (MM/DD/YYYY)  
07/09/10

<b>PRODUCER</b> Costello & Sons Insurance Brokers, Inc. 1752 Lincoln Avenue San Rafael CA 94901 Phone: 415-257-2100 Fax: 415-455-1516	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b>  Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon CA 94583	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: Hartford Casualty Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57UUNPC6417	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UUNPC6417	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				WE STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is included as additional insured as respects products and services provided by named insured under contract. A waiver of subrogation provision is afforded.

### CERTIFICATE HOLDER

City and County of Denver  
 Denver Risk Manager  
 201 W. Colfax Ave, Dept 1105  
 Denver CO 80202

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID SM  
ACCEL-1

DATE (MM/DD/YY)  
07/09/11

<b>PRODUCER</b> Costello & Sons Insurance Brokers, Inc. 1752 Lincoln Avenue San Rafael CA 94901 Phone: 415-257-2100 Fax: 415-455-1516	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon CA 94583	INSURER A: <b>The Hartford</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	X	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	57WEZX9448	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,00 E.L. DISEASE - EA EMPLOYEE \$1,000,00 E.L. DISEASE - POLICY LIMIT \$1,000,00
		OTHER				

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

A waiver of subrogation provision is afforded as respects workers' compensation.

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS

