Statement of Work

City of Fresno, California
SaaS Migration Services

5/10/2023

Version 1.1

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/1/2022	J. White	1.0	SOW Creation
2/23/2023	J White	1.1	Add Premium Citizen Experience

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 5/10/2023 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to City of Fresno, California ("Agency" or "Customer") pursuant to the Accela Consulting Services Policy located at accela.com/terms.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Support, Test, Production)
- Assistance migrating 7 specific interfaces:
    - GIS with XAPO
    - Credit Card Payment Adapter (Heartland)
    - Laserfische EDMS
    - Blue Beam
    - Finance integration
    - CSLB
    - Contact Addition Tool
- Migration of up to 325 SSRS reports
- Assist in integrating Azure SSO
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

PROJECT MANAGEMENT AND OVERSIGHT

Accela shall perform ongoing project management services in conjunction with the Agency project manager throughout the project in order to plan and monitor execution of the project in accordance with the activities outlined in the Statement of Work.

Accela Responsibilities:

Provide overall Accela project management support throughout implementation, included:

- Project document management (typically hosted on SharePoint or Jira)

- Participate in project status meetings with Agency and Client stakeholders to review the projects status, risks, issues, change requests, as needed to review Accela tasks and status
- Conduct weekly plan review with Agency Project Manager to include:
    - Complete, in progress, and pending items
    - Open action items
    - Upcoming deliverables and project milestones
- Weekly project status meeting
- Facilitate executive project oversight and quality assurance
    - Support for monthly meetings with executive leadership

WORK DESCRIPTION: SAAS UPGRADE

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:

1. Customer provides an updated backup of the MS SQL databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, AMO, and ADS databases as required)
    a. Copy database to Accela site
    b. Execute preparation and remediation scripts; drop any custom objects
    c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues that found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Migrate and Test integrations
    - Repoint service endpoints to new URLs
    - Adjust firewall rules and network topologies as necessary
    - Update interface EMSE scripting dependences for Azure compatibility
12. Migrate and update SSRS reports (maximum of 325)
    - Import reports into the Accela SaaS environment
    - Update reports to remove dependencies on custom objects (stored procedures, functions)
    - Facilitate customer testing and remediate any issues found resulting from migration
13. Validate Ad Hoc reports
    - Remove dependencies on custom views where possible
    - Convert to SSRS as needed
14. Develop go live plan
15. Final go-live/roll back decision
16. Execute go live plan

WORK DESCRIPTION: PREMIUM CITIZEN EXPERIENCE

DELIVERABLE 1: DESIGN AND CONFIGURATION – OPENCITIES

In this deliverable the OpenCities project team and the client will share assets and work to align and deliver a navigation, look and feel that reflects the spirit and goals of the Agency while leveraging the best practices for effective site layout and design.

- **Design Values/Asset Collection** – Agency works with OpenCities to secure assets such as logos and images along with any existing style guides.
- **Create/Review Analytics Report** – Agency provides access to existing Google Analytics and any data collection that has been ongoing, and the OpenCities team will assess analytics for the current site and incorporate findings for each service into a Digital Services Inventory.
- **Departmental Portal Page & Theme Light Design Review** – The OpenCities project team will present up to two options for the site design and layout based on the assets and intentions shared in the Design meeting. This will coincide with up to three (3) iterations of Light design. Agency will provide feedback on each iteration. Discussion of who should be included in the design review is at the discretion of the Agency, but is it highly recommended to include those Agency staff responsible to addressing routine citizen engagement and Accela admins.
- **Design Finalization** – Once the designs are skinned onto a published Premium Citizen Experience *powered by* OpenCities instance, content publishing/migration can immediately begin. The outcome will be a Theme under Themes Management. The Agency is responsible for content creation.

DELIVERABLE 2: DESIGN, CONFIGURATION, & TRAINING – ACCELA

Accela Premium Citizen Experience Branding and Data Integration Configuration – Configuration will be done any global or module settings in ACA. Specifically, the global settings will include configuration of the "Site Brand Builder" section. Standard choices will be configured as part of the branding integration. Up to two service workflow integrations will be made by the Accela team as a training exercise for both the branding and data integration. The API keys and URLs will be made in the ACA global settings section, "Third Party Data Integrations" and OpenForms settings to allow the data integration. Login/Logout settings will be made with copies of the necessary scripts.

Integration Training – Training the core components of the Accela Citizen Access integrations features.

Accela Data and Branding Integration Training – Accela will provide up to two (2) hour remote training session to the Agency Accela administration team on how to administer the integration features of the Premium Citizen Experience *powered by* OpenCities. This will empower the Agency to create their migration checklist to move their Accela non-production configuration to Accela production when they are ready to publish the OpenCities platform content.

- Enabling the Branding integration
- Service page workflow integrations
- Import of sample Landing, General/Embed, and Service Pages
    - Five Landing pages: Building, Enforcement, Fire, Planning, and Pubic Works
    - General/Embed pages for Manage my Records and Search Records
    - Six services pages
    - Creation of any additional pages and design of those pages are the responsibility of the agency. Up to 100 pages are provided.
- Sharing of sample forms for Accela Civic Applications related to the data integration for two record types to be copied into Agency OpenForms instance
    - Creation of any additional forms and design of those forms are the responsibility of the agency. Up to 100 forms are provided.
- Enabling the data integration
- Logon/logout setup
- Email configuration (not always applicable based on agencies email customers their ACA URL)

DELIVERABLE 3: TRAINING & HANDOVER – OPENCITIES

Given the current COVID-19 pandemic, OpenCities is currently providing all training and consultation remotely, depending on the status of the situation at that time and the comfort level of the Agency.

The Premium Citizen Experience powered by OpenCities is designed to be intuitive enough for anyone in the Agency to effectively create and maintain beautiful and well-architected web pages. We make sure that there is comfort with the platform by providing a four-step approach:

1. **Content Publisher Training** – Detailed below, this training introduces the product and sets the foundation for experimentation and mastery. Up to 20 people per remote training session.
2. **Site Administrator Training** – By training and supporting key staff members to have a deeper understanding or OpenCities product capabilities, we assure that SME's at the department level are well supported internally. Up to 15 people per session.
3. **OpenForms Publisher Training** – Staff responsible for creating and editing forms will be trained on the functions of how to build a beautiful, accessible and functionally rich form using our drag and drop editor. They'll learn to set up smart logic on fields, build notifications and confirmation messages, apply pre-built themes, and construct calculations. Up to 15 people per session.
4. **OpenCities Help Center 24 x 7** – An introduction to the online OpenCities Help Center, which houses full documentation with screenshots and reference materials, video training, updates on the most recently released features and how to use them. Provide the Agency access to our online documentation and training portal means that everyone can reference "how to" guides and other training materials whenever they are needed.

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

OUT OF SCOPE: PREMIUM CITIZEN EXPERIENCE

The following items are outside of the scope of the Accela Premium Citizen Experience powered by OpenCites implementation:

- Scripting – EMSE, batch, or pageflow
- Configuration of custom fields and custom lists
- Configuration of document groups/types
- Configuration of pageflows
- Reporting
- Online payments
- Support ticket or Case Management
- Data Conversions
- Custom Application Development
- Interface Development
- Content migration
- Information Architecture

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.
- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or addition cost may result from the re-development of a new interface.

Integration Assumptions

- The agency will purchase the Enhanced Reporting Database (ERD) as part of their SaaS license. If the agency does not purchase ERD, then additional scope may be required to migrate interfaces.

PROJECT TIMELINE

The project is estimated to take 24 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

PAYMENT SCHEDULE: SAAS UPGRADE

- 50% due at contract signing $90,800.
- 50% invoiced at completion $90,800.

PAYMENT SCHEDULE – PREMIUM CITIZEN EXPERIENCE

1. The first deliverable includes collection of design and branding elements with designs skinned onto a published Premium Citizen Experience. Upon completion of a published theme, payment will then be due in the amount of $13,750.
2. The second deliverable is focused on connecting the OpenCities environment and will include a training class on the integration. Once verified and accepted by the agency, the deliverable will be deemed complete. Payment will then be due in the amount of $10,000.
3. The third deliverable will be based upon the delivery of training for the OpenCities and OpenForms platforms. Topic covered will include content publishing, site administration, OpenForms, and usage of the OpenCities Help Center. Once verified and accepted by the agency, the deliverable will be deemed complete. Payment will then be due in the amount of $13,750.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is $219,100. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

EXPIRATION

The scope and terms of this agreement must be executed on or before 6/1/2023. If this agreement is not executed during this time, the current scope and terms can be renegotiated.

ADMINISTRATION

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour. The Change Order Template is attached hereto as Appendix A.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Consulting Services Policy. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.

Authorized Signature

Name - Type or Print

Title
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

Date

Authorized Signature

Name - Type or Print

Title
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Date

CITY OF FRESNO,
A municipal corporation

Authorized Signature

Name - Type or Print

Title

APPENDIX A: CHANGE ORDER FORM

Agency:
Project Code:
Contract ID:
Initiating Department:
Initiated By:

CO #:
Date:

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. [Description of Change #1 – Issue details/scope impact, add as many as needed]
   - Schedule impact:
   - Resource impact:
   - Cost impact:

2. Etc.

Total Project Schedule Impact: [Enter]
Total Project Resource Impact: [Enter]
Total Project Cost Impact: [Enter]

B. BILLING TERMS:

Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.

C. EXPIRATION:

If this is a CO for a bucket of T&M hours there needs to be an expiration date

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

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