

# Statement of Work

County of Effingham, GA

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# Overview and Approach

# 1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Effingham ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and County of Effingham.
- The Deliverabled listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

# 2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document (Section 2.4). Any additional services or support will be considered out of scope.

# 2.1. Project Scope

Under this project, OpenGov will deliver cloud based Permitting & Licensing solutions to help the County of Effingham power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

### 2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in County of Effingham in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

# 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

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- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Permitting & Licensing Suite
  - i. Customer will provide forms, workflows, fees, and other relevant data within two (2) weeks immediately following the kick-off meeting.
  - ii. OpenGov Record Type configuration will include up to eight (8) total Record Types for four (4) Service Areas (See Appendix B for list).
  - iii. Customer will provide a complete, consistent, and accurate Master Address Table (MAT) import file and maintain the file format and unique IDs.
  - iv. OpenGov will provide up to two (2) exchanges of data per file imported (Master Address Table (MAT), Autofill, etc.) under this Scope of work.
  - v. OpenGov will migrate historical data from the following system(s): American Data Group (ADG). Historical Data migrations using Database backup files are not included in the scope of this project.
  - vi. Customer will maintain GIS layers and field names to support the GIS Flag integration.
  - vii. Customer will handle Bluebeam licensing and training with Bluebeam directly.

## 2.4. OpenGov Responsibilities

# 2.4.1. Activity 1 - Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

#### **Planning**

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

#### **Project Tracking and Reporting**

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

#### **Completion Criteria:**

This is an on-going activity which will be considered complete at the end of the Services

#### **Deliverable Materials:**

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

### 2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

#### **Completion Criteria:**

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

#### **Deliverable Materials:**

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

### 2.4.3. Activity 3 - OpenGov Use Cases

OpenGov will provide the following:

#### Permitting & Licensing Use Cases

- A. Community Development: Building Permits & Inspectional Services
- B. Community Development: Planning and Zoning Approvals
- C. Community Development: Code Enforcement
- D. Business Licenses

### **Completion Criteria:**

This activity will be considered complete when:

Permitting & Licensing Use Cases

- Record Types are configured
- Integrations are configured
- Historical Data migration is completed
- Document migration is completed

#### **Deliverable Materials:**

• Formal sign off document

### 2.4.4. Activity 4 - Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

#### **Completion Criteria:**

- Administrator training is provided
- End User training is provided

#### **Deliverable Materials:**

Formal sign off document

# 2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these 2023 Statement of Work v2

responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

### 2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time:
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

# 2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

### 2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of December 2023 ("End Date") or on other dates mutually agreed to between you and OpenGov.

# 2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Permitting & Licensing Sui	te Illustrative Timeline	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Historical Migration and Exports							
	Requirements and Discovery						
	Initiate*						
Permitting & Licensing Suite	Configure*						
	Validation*						
	Go Live*						
Reporting & Transparency							
GoLive Support	Hypercare						
	*Timeline is dependent on t						

\*Timeline is dependent on the number of Service Areas and Records Types.

Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

# 2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 expenses, per trip, without written approval from the Customer.

# 2.10. Offer Expiration Date

This offer will expire on June 1, 2023 unless extended by OpenGov in writing.

# Appendix A: Engagement Charter

### A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

#### • Executive involvement

- Executives may be called upon to clarify expectations and/or resolve confusion.
- Executives may be needed to steer strategic items to maximize the value through the deployment.

#### • Escalation Process:

- OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
  - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
  - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
  - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
  - Resolution will be documented and signed off following Executive review.

#### Phase Sign-Off

 OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

# A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- Change Order Work that is added to or deleted from the original scope of this SOW.

  Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - o Timeline for completion
  - o Sign off process
  - Cost of change and Invoice timing
  - o Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

# A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the
  deliverable Material or provide OpenGov's Project Manager a written list of requested
  revisions. If OpenGov receives no response from your Project Manager within five (5)
  business days, then the deliverable Material will be deemed accepted. The process will
  repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed
  as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section
  6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in
  Customer's response for requested information or deliverable; OpenGov may opt to put the
  project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional
  Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - Professional Services to the customer could be stopped;
  - Delay to any agreed timelines; or
  - Not having the same Professional Services team assigned.

# Appendix B: Implementation Activities

# B-1: OpenGov Permitting & Licensing Suite

### **Instance Creation**

Permitting & Licensing Suite			
Description	OpenGov Responsibilities	Customer Responsibilities	
Permitting & Licensing Instance	OpenGov will:  • Provision a PLC environment and FTPS site.	Customer will:  • Confirm access to PLC environment.	
Provisioning Reporting & Transparency Platform	OpenGov will:  • OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.	Customer will:  • Confirm access to entity and modules.	

### **Technical Project Review**

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will:  • Provide up to two (2) two-hour working sessions at the beginning of the project to:  • Review deliverables  • Review technical requirements  • Provide documentation on requirements and processes  • Provide a system overview to Customer's System Administrators	Customer will:  • Identify relevant participants for attendance.  • Confirm deliverables.  • Provide relevant data for the project.
	<ul> <li>Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.</li> </ul>	

### **System Integrations Configuration**

Description	OpenGov Responsibilities	Customer Responsibilities
Recurring Master Address Table (MAT) Import	OpenGov will:  Provide a Master Address Table (MAT) template.  Provide an FTPS location for the Customer to upload the file.  Import the MAT file.  OpenGov Assumptions:  Customer will provide a complete, consistent, and accurate import file and maintain the file format and unique IDs.  OpenGov will provide up to two (2) exchanges of data per file imported.	Customer will:  Populate the Customer's location data in the OpenGov MAT template.  Upload MAT file to OpenGov's FTPS.  Agree upon specifications prior to import.  Validate and provide sign-off the solution meets agreed upon specifications.  Maintain the MAT following configuration by uploading the MAT file on a recurring basis (e.g. daily, weekly, or monthly).
ESRI ArcGIS Server Integration	OpenGov will:  • Integrate with the Customer's ArcGIS public API endpoint to display read-only versions of the layer on Mapbox based maps.	Customer will:  • Provide a public and secure ESRI REST API URL.  • Validate and provide sign-off the integration.
GIS Flag Integration	OpenGov will:  • Enable GIS Flag Integration. • Import a list of location flags from the addresses provided on the MAT to display on OpenGov Location Pages.  OpenGov Assumptions: • Customer will maintain GIS layers and field names to support the GIS Flag integration.	Customer will:  Provide GIS Flag information Provide desired flag text. Agree upon specifications prior to import. Update layers as needed Validate and provide sign-off the solution meets agreed upon specifications
Accounting & Finance Export	OpenGov will:  • Provide an export of financial data based on the Customer provided format and put the files onto the Customer's FTPS as often as nightly.	Customer will:  Provide OpenGov the required format and a sample document.  Agree upon specifications prior to export.

		<ul> <li>Validate and provide sign-off the solution meets agreed upon specifications</li> <li>Key in or upload the export to their Financial System.</li> </ul>
Autofill	OpenGov will:  • Configure up to five (5) autofills using source data from OpenGov or provided by the customer.	Customer will:  Provide source data, if applicable.  Agree upon specifications prior to configuration.  Validate and provide sign-off the solution meets agreed upon specifications
Bluebeam Integration	OpenGov will:  • Enable any attachment to click "Open in Bluebeam Studio" to start or continue a collaborative document markup/review session in Bluebeam.  OpenGov Assumptions:  • Customer will handle Bluebeam licensing and training with Bluebeam directly.	Customer will:  • Provide Bluebeam Studio Prime license(s).  • Validate and provide sign-off the solution meets agreed upon specifications

### **Record Type Configuration**

Description	OpenGov Responsibilities	Customer Responsibilities
Record Type Configuration	OpenGov will:	Customer will:  Provide existing application forms, current workflows, fee structures, and output documents.  Attend scheduled working sessions for the purpose of validating, reviewing, and iterating upon draft record types configuration.  Test all configured record types  Validate and sign off on configured record types.

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0	Edit forms, fees, and workflow.	
eight (	mptions: ov will configure up to 8) Record Types Commercial Building Permit Liquor License Code Violation Contractor Registration Conditional Use Special Use Code Complaint Business License	

### **Data Migration Configuration**

Description	OpenGov Responsibilities	Customer Responsibilities
Historical Data Migration	OpenGov will:  Perform stages of Historical Data Migration:  1. Initial Load 2. Legacy Record Type 3. Address Matching 4. Final Load  Set up all record types that historical data will be migrated into prior to initial load.  OpenGov Assumptions:  Migrate Historical data from Customers system(s): ADG  Data migration does not exceed 250,000 records unless otherwise stated in the SOW.  Historical Data migrations using Database backup files are not included in the scope of this project. If required, a Change Order may be required.	Customer will:  Provide all necessary historical data or access to agreed upon data and mapping. This is not an exhaustive list.  Validate and sign off of data loaded.

#### Document OpenGov will: Customer will Migration Migrate documents attached to • Provide all necessary either migrated permits or historical document data. locations provided through a • Validate and sign off of data Master Address Table (MAT) loaded. integration" Assumptions: Document migration file size does not exceed 1TB unless otherwise stated in the SOW.

### **Working Sessions and Trainings**

- Working oct	ssions and trainings	
Permitting & Licensing Working Sessions	OpenGov will:  • Per the agreed upon Project Plan, schedule working session with Customer's system Administrators to:  • Review configurations • Provide insight and training on system functionality • Gain feedback and answer questions regarding configured system functionality	Customer will:  Per the agreed upon Project Plan attend working sessions to:  Review configurations Gain insight and training on system functionality Give feedback and ask questions regarding configured system functionality
OpenGov University	OpenGov will:  • Provide access to OpenGov University online courses	Customer will:  • Complete OpenGov University Training courses as assigned.
Permitting & Licensing Administrator Training	OpenGov will:  • Provide System Training designed for system administrators, which will include how to:  • Create and customize the Public Portal  • Edit Record Types  • Create, share and export datasets.	Customer will  • Identify relevant participants and attend scheduled trainings.

Permitting & Licensing Internal End-User Training	OpenGov will:  • Provide four (4) of Internal End User Training(s) designed for Plan Review, Inspectors, etc., which will include how to:  • Navigate the system • Understand inbox and tasks • Handle fees and payments • Conduct inspections • Create a new record • View datasets	• Identify relevant participants and attend scheduled trainings.
Mobile App Training	OpenGov will:  • Provide one Training(s) on the Mobile App designed for users; which will include:  • Navigate the system • Conducting inspections	Customer will  • Identify relevant participants and attend scheduled trainings.
Record Type Configuration Training	OpenGov will:  Provide up to eight (8) configuration training session(s) to enable Administrators to own future configuration of Record Types. Session(s) will focus on: Hands-on training for building, configuring, and maintaining Record Types. Best practices	Customer will:  • Identify relevant participants and attend scheduled trainings.  • At the end of configuration training sessions, be responsible for maintenance and configuration of all Record Types.
Reporting & Transparency Administrator Training	OpenGov will:  Provide training on how to load data Provide training on reports and dashboards	Customer will:  • Identify relevant participants and attend scheduled trainings.  • Maintain and configure reports and dashboards

# Appendix C: Technical Requirements

# C-1: OpenGov Permitting & Licensing Suite

Permitting & Licensing Suite		
Description	Technical Requirements	
Master Address Table	<ul> <li>1 Flat file</li> <li>.csv, .xls, .xlsx, .txt with headers</li> <li>Location information (parcels and address points recommended)</li> <li>Unique ID field</li> </ul>	
ESRI ArcGIS Integration	<ul> <li>Publicly-accessible secure ESRI REST API URL</li> <li>WFS link will not suffice</li> </ul>	
GIS Flag Information	<ul> <li>Polygon Layer(s) via ESRI REST API URL (polylines and points are not supported)</li> <li>Mapping of flag text</li> </ul>	
Exports	<ul><li>required format (columns)</li><li>sample document</li></ul>	
Autofills using Customer Source Data	<ul> <li>Flat file</li> <li>.csv, .xls, .xlsx, .txt with headers</li> </ul>	
Bluebeam	Bluebeam Studio Prime license(s)	
Record Types	<ul> <li>Current application forms, workflows, fee structures, and output documents.</li> <li>PDF, Word, .csv, .xls, .xlsx with headers</li> </ul>	
Historical Data	<ul> <li>Flat file</li> <li>.csv, .xlsx with headers</li> <li>Record type mapping</li> <li>Record status mapping</li> </ul>	
Historical Documents	<ul> <li>Flat file</li> <li>.csv, .xlsx with headers</li> <li>One row per document</li> <li>All rows must be tied back to the MAT's unique ID field</li> <li>All rows must have a file path or publicly accessible URL</li> <li>Provide files by URL or Zip File. If providing a ZIP file, ensure that when ZIP file is opened the file path matches the mapping document</li> </ul>	