



Statement of Work

Los Gatos California SaaS Migration Services

6/8/2021

Version 1.0

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
4/20/2021	J. White	1.0	SOW Creation
6/8/2021	J. White	1.1	Clarified OpenCities vs Accela responsibilities



INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 6/8/2021 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 Los Gatos California ("Agency" or "Customer").

Agency has selected OpenCities, Inc., a Delaware limited liability company, to provide certain products and/or Services, as set forth in this SOW. Agency acknowledges and agrees that Accela is not liable or responsible for any products and/or Services provided by OpenCities.

This SOW details the deliverables that will be performed by Accela Professional Services (Deliverable 1, 2.1, and 2.4) and OpenCities Professional Services (Deliverable 2.2, 2.4, and 2.5).

This SOW is governed by the Accela Consulting Services Policy (attached) found at www.accela.com/terms for Accela deliverables and by the OpenCities Consulting Services Policy found at <https://www.opencities.com/files/content/common/general-pages/terms-conditions-north-america/opencities-terms-of-service-north-america.pdf> for OpenCities deliverables.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Deliverable 1: 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 6 specific interfaces:
 - GIS
 - DigEplan
 - Credit Card Payment Adapter (PayPal)
 - EDMS (ADS)
 - GIS data export
 - Azure SSO (optional)
- Migration of up to 45 SSRS/RTF reports
- Up to 20 hour of issue resolution and testing assistance
- Go live planning and cutover assistance

Deliverable 2: Once migrated to Accela SaaS, Premium Citizen Experience (OpenCities) will be implemented.

Standard setup includes:

- Design of the OpenCities web site with up to 100 pages
- Training on OpenCities and OpenForms

Products

The following Accela products are in scope for this Project:



- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*
- *Premium Citizen Experience (OpenCities)*

WORK DESCRIPTION

Deliverable 1: 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.

Migration 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, 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 200)
 - 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. Develop go live plan
14. Final go-live/roll back decision
15. Execute go live plan

Deliverable 2: After migration of a non-production environment, Accela will begin the implementation of the Premium Citizen Experience (OpenCities). This SOW details the deliverables that will be performed by Accela Professional Services (Deliverables 2.1 and 2.3) and OpenCities Professional Services (Deliverables 2.2, 2.4, and 2.5).



Deliverables for Accela and OpenCities	Tasks
Accela Deliverable 2.1: Project Kick Off	<ul style="list-style-type: none"> • Project Kick Off • Provide use of task management tool • Discovery of statements and/or images capturing the intention of the look/feel of new Website • Designer feedback or recommendations
OpenCities Deliverable 2.2: Design and Configuration	<ul style="list-style-type: none"> • Collect asset such as logos and images • Create and review analytics report • Departmental Portal Page & Theme Light Design Review
Accela Deliverable 2.3: Design, Configuration, & Training	<ul style="list-style-type: none"> • ACA assessment and Premium Citizen Experience configuration • Accela Integration training and consultation
OpenCities Deliverable 2.4: Training & Handover	<ul style="list-style-type: none"> • Content Publisher training • OpenCities Help Center 24 x 7 • OpenForms training • Site Administrator training
OpenCities Deliverable 2.5: Content Service Creation and Curation	<ul style="list-style-type: none"> • Content creation and building • Coordinate full launch of Departmental Portal with Agency Team to assure transition.

OUT OF SCOPE

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

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Accela and OpenCities remain responsible for their own services, warranty, and terms and conditions related to the SOW.
- 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.

SAAS MIGRATION ASSUMPTIONS

- Migration of the GIS data export under this agreement is dependent on the purchase of the Enhanced Reporting Database (ERD). Should Los Gatos opt not to include the ERD in their SaaS license agreement, then the Los Gatos would assume responsibility for migrating the GIS data export.



- Las Gatos will provide an on-premise SQL Server to host the GIS data export interface. The on-premise SQL server will have connectivity to ERD SQL DB for a “linked server” topology.

PREMIUM CITIZEN EXPERIENCE ASSUMPTIONS

- Implementation and Training Services will be completed over a 12-week period.
- This will serve as a Digital Front Door for one department
For instance, assuming Community Development: <https://www.losgatosca.gov/46/Community-Development>
- Additional design services will be needed if more than one department

PROJECT TIMELINE

The project is estimated to take 20 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

The cost of services is:

SaaS Migration	\$25,000
Premium Citizen Experience	\$21,000
Total	\$46,000

PAYMENT SCHEDULE

- 50% due at contract signing \$23,000.
- 50% invoiced at completion \$23,000.
- Invoices are due net 30 of invoice date.

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 **\$46,000**. 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.

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.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Professional Services Agreement. 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.



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:

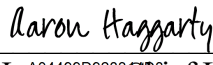
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

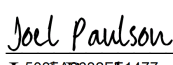
Consultant By:

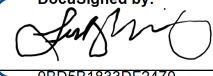
DocuSigned by:

6/25/2021
853FEEA25B39470
Laurel Prevetti Town Manager

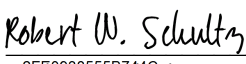
DocuSigned by:

Aaron Haggarty, Chief Legal Officer
Accela, Inc.

Recommended by:

DocuSigned by:

6/21/2021
5035AD632FE1477
Joel Paulson, Community Development
Director

DocuSigned by:

Luke Norris, Sr Vice President,
Government Relations & Growth
OpenCities

Approved as to Form:

DocuSigned by:

6/25/2021
2FE0938556B744C
Robert Schultz, Town Attorney

Attest:

DocuSigned by:

6/25/2021
B9660F65B1F34F6
Shelley Neis, MMC, CPMC, Town Clerk