

Statement of Work

Meridian, ID SaaS Migration Services

9/16/2024

Version 1.0

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200

TABLE OF CONTENTS

TABLE OF CONTENTS	2
DOCUMENT CONTROL	3
INTRODUCTION	4
OVERVIEW	4
SCOPE OF SERVICES	4
WORK DESCRIPTION	4
OUT OF SCOPE	5
PROJECT ASSUMPTIONS	5
GENERAL PROJECT ASSUMPTIONS	5
INTEGRATION ASSUMPTIONS	6
PROJECT TIMELINE	6
PROJECT COMPLETION	6
PROJECTS PUT ON HOLD	6
PAYMENT TERMS	6
PAYMENT SCHEDULE	6
EXPENSES	6
CONTRACT SUM	6
ADMINISTRATION	7
CHANGE ORDERS	7
EXPIRATION	7
DISCLAIMERS	7
SIGNATURES	8
APPENDIX A: CHANGE ORDER FORM	9
SIGNATURE AND ACCEPTANCE	9

DOCUMENT CONTROL

Date	Author	Version	Change Reference
7/14/2023	J. White	1.0	SOW Creation

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 9/16/2024 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 Meridian, ID ("Agency" or "Customer").

The products and services contained herein shall be governed by the Subscription Services Agreement located at www.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 Civic Platform 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: Development, Test, Production)
- Assistance migrating 5 specific interfaces:
 - GIS (including APO load)
 - Credit Card Payment Adapter (TPE)
 - Avolve ProjectDox
 - License Professional Load
 - Access ID
- Migration of up to 250 SSRS reports
- EMSE 3.0 Upgrade
- Assist in integrating Azure SSO
- Up to 40 hour of issue resolution and testing assistance during UAT
- 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*

WORK DESCRIPTION

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. Import documents from on-premise ADS to Accela SaaS ADS
 - o Extract documents from the DB and move to ADS
7. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
8. Execute automated test tool to ensure proper system functionality
9. Customer performs migration validation
10. Remediate any data issues that found from the migration
11. Provide the customer with a backup of the revised SQL DB
12. Upgrade EMSE Master Scripts to current version
 - o Convert EMSE 2.0 scripts in standard choices to EMSE 3.0 scripts
13. Migrate and Test integrations
 - o Repoint service endpoints to new URLs
 - o Adjust firewall rules and network topologies as necessary
 - o Update interface EMSE scripting dependences for Azure compatibility
 - o Unit test and ensure base functionality
14. Migrate and update SSRS reports (maximum of 250)
 - o Import reports into the Accela SaaS environment
 - o Update reports to remove dependencies on custom objects (stored procedures, functions)
 - o Facilitate customer testing and remediate any issues found resulting from migration
15. Validate Ad Hoc reports
 - o Remove dependencies on custom views where possible
 - o Convert to SSRS as needed
16. Develop go live plan
17. Final go-live/roll back decision
18. Execute go live plan
 - o Two weeks of post go live support
19. Provide 2 weeks of post go live support from the project team

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

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the Agency. Failure to provide these items 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

- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.

PROJECT TIMELINE

The project is estimated to take 30 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

- 50% due at contract signing \$86,900.
- 50% invoiced at completion \$86,900.

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 \$173,800. 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 before 6/30/2023. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

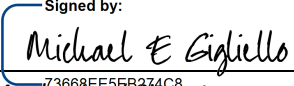
Accela makes no warranties in respect of the Services described in this SOW except as set out in the governing Subscription Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable 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.

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.

Signed by:

73668EE5FB274C8
Authorized Signature

Michael E Gigliello
Name - Type or Print

Controller
Title

9/17/2024
Date

Meridian, ID

Authorized Signature

Name - Type or Print

Title

Date

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: