

Statement of Work

City of Missoula, MT

Accela Premium Citizen Experience (PCX) *powered by* OpenCities

December 12, 2021

Version 1.0

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

TABLE OF CONTENTS

<u>DOCUMENT CONTROL</u>	<u>3</u>
<u>INTRODUCTION</u>	<u>4</u>
<u>SUMMARY</u>	<u>4</u>
WORK DETAILS.....	4
<u>ADMINISTRATION</u>	<u>6</u>
PROJECT TIMELINE	6
PROJECTS PUT ON HOLD AND AGENCY DELAYS.....	6
PAYMENT TERMS	7
EXPENSES	8
CONTRACT SUM	8
CHANGE ORDERS.....	8
EXPIRATION	9
DISCLAIMERS	9
<u>ASSUMPTIONS</u>	<u>9</u>
GENERAL SCOPE ASSUMPTIONS	9
ACCELA TECHNICAL ASSUMPTIONS.....	10
<u>SIGNATURES</u>	<u>10</u>

DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/13/21	JWinkel	1.0	SOW Updates

INTRODUCTION

This Statement of Work ("SOW") dated 6/23/2022 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc. ("Accela"), its affiliates and/or agents ("Consultant") to City of Missoula, MT. ("Agency" or "Customer").

This SOW for Accela is governed by the Accela Consulting Services Policy (attached) found at www.accela.com/terms.

Agency has selected OpenCities, Inc. ("OpenCities"), a Delaware limited liability company, to provide certain products and/or Services, as set forth in this SOW. Notwithstanding anything to the contrary, products and/or Services provided by OpenCities are governed by the terms and conditions set forth at: <https://www.opencities.com/files/content/common/general-pages/terms-conditions-north-america/opencities-terms-of-service-north-america.pdf> ("OpenCities Policy"). The 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 and OpenCities Professional Services.

SUMMARY

This document outlines the configuration for the Accela Premium Citizen Experience (PCX) *powered by* OpenCities which provides a standard look and feel for all areas of your branded department website including specific workflows for services. We are intent on delivering a webpage that lives within the constructs of the current Agency website to serve as a Departmental Portal and delivers a unique, seamless integration between government websites, forms, and transactional online services (i.e. Accela Civic Platform) to unify and simplify the user experience for citizens.

WORK DETAILS

This section details the deliverables that will be performed by Accela Professional Services and OpenCities Professional Services.

PROJECT MANAGEMENT

Project management will be required for scheduling, planning, coordination and communication. Project management hours will be deducted from the total hours contracted.

TASK OWNERSHIP

Owner	Tasks
OpenCities: 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: Design, Configuration, & Training	<ul style="list-style-type: none">• Branding and Data Premium Citizen Experience configuration• Accela Integration training and consultation
OpenCities: Training & Handover	<ul style="list-style-type: none">• Content Publisher training• OpenCities Help Center 24x7• OpenForms training• Site Administrator training

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 – Client works with OpenCities to secure assets such as logos and images along with any existing style guides.
- Create/Review Analytics Report – Client 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 (2) 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 Customer but is 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 instance, content publishing/migration can immediately begin.

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 (2) 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 one (1) hour remote training session to the Agency Accela administration team on how to administer the integration features of the Premium Citizen Experience. This will empower the Agency to create a migration checklist to move the 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
 - One Landing page per Accela Solution – Community Development, Business Licensing, Planning and Engineering
 - General/Embed pages for Manage my Records and Search Records
 - Two services pages per Accela Solution for two Civic Application record types - Community Development, Business Licensing, Planning and Engineering
 - Creation of any additional pages and design of those pages are the responsibility of the agency. Up to 100 pages
- Sharing of sample forms for Accela Civic Applications related to the data integration for two record types to be copied into Agency OpenForms instance
 - Data integration training of these copied forms to the service pages and custom fields.

- Creation of any additional forms and design of those forms are the responsibility of the agency.
- Enabling the data integration
- Logon/logout setup

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 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 twenty (20) people per remote training session.
2. Site Administrator Training – By training and supporting key staff members to have a deeper understanding of OpenCities product capabilities, we assure that SME's at the department level are well supported internally. Up to fifteen (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 fifteen (15) people per session.
4. OpenCities Help Center 24x7 – 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.

ADMINISTRATION

PROJECT TIMELINE

The project is estimated to take **3 months**. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW. A detailed schedule will be developed during the first deliverable in collaboration with Accela, OpenCities, and Agency Project Manager. If Agency determines they cannot meet the timeframes estimated in this SOW, this will be escalated at the start of the project as discussion for change order.

PROJECTS PUT ON HOLD AND AGENCY DELAYS

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

If an Agency-based delay puts the project on hold for more than 90 days or is non-responsive to Accela and/or OpenCities communications for a term of 30 calendar 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.

When a Project is put on hold, at minimum, Accela and OpenCities will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Accela cannot guarantee a Project Start Date until Accela resources are confirmed.

Should the Agency become non-responsive to Accela and/or OpenCities communications for a term of 30 calendar days regarding continuance of the project work, Accela can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

PAYMENT TERMS

Consultant will perform the Services on a Billing Milestone payment basis. Payments will be based on: (i) the nature and scope of the Services and associated Billing Milestones outlined, (ii) the expected staffing requirements, (iii) the Project Schedule, (iv) Accela's and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. After the Agency signs the Deliverable Acceptance Form, Accela will generate an invoice for the corresponding Deliverable payment.

For those deliverables denoted with an asterisk in the table below, please refer to these Deliverable-based Assumptions:

- Deliverables will be documented in Accela-based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
- Initial Review: For deliverables turned over to the Agency, Agency will have 5 business days to conduct review (or testing) of the deliverable. Upon delivery of feedback, Consultant will complete the agreed upon updates. If no comments are provided at the end of the 5-day period, the deliverable will be submitted for final review and acceptance.
- Final Review and Acceptance: Upon completing any updates following the initial review period, Consultant will deliver the final deliverable to the Agency for acceptance. Accela will provide the Agency with the Accela Deliverable Acceptance Form to formalize acceptance and completion of that piece of scope. The criteria outlined in the Services for the corresponding deliverable will be deemed accepted based on the acceptance criteria herein. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Management Plan, and delivered to Accela. The Agency has 5 business days to perform a final review (or test) on the deliverable and to sign off on the Deliverable Acceptance form. If no comments are provided at the end of the 5-day period, the deliverable is deemed approved.
- Agency agrees to assign a single designated approver for each project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Accela a minimum of one month before a deliverable is due.

The following lists each deliverable associated with a payment, and its criteria for acceptance.

Deliverables	Acceptance Criteria	Cost
Project Kick Off, Design and Configuration	<ul style="list-style-type: none">• Project Kick Off• Collect asset such as logos and images• Create and review analytics report• Departmental Portal Page & Theme Light Design Review	\$15,000
Design, Configuration, & Training	<ul style="list-style-type: none">• Branding and Data Premium Citizen Experience configuration• Accela Integration training and consultation	\$10,000
Training & Handover	<ul style="list-style-type: none">• Content Publisher training• OpenCities Help Center 24x7• OpenForms training• Site Administrator training	\$10,000
Total		\$35,000

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 amount payable under this SOW, as calculated for the above-mentioned fees is **\$35,000**.

The estimated fees for this SOW are predicated on the timely completion of Project milestones. However, should completion of milestones slip due to actions or inactions of Agency, and should this slippage result in material effort to Accela in excess of the hours provided for in this document, Accela will produce a Change Order at a rate of \$250/hr. for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela and OpenCities. Change Orders will need to be approved within three (3) business days of delivery to avoid a halt of work on the Project.

CHANGE ORDERS

In order to make a change to the Scope 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 Change Order, based on the standard rate for Accela resources of \$250 per hour. Accela and OpenCities will continue performing the Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's and/or OpenCities 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 must be agreed to by Accela, OpenCities, and Agency prior to commencing any activities defined in the change order.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Order executed between Accela and Agency on or before 6/30/2022. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of its Services described in this SOW except as set out in the Consulting Services Policy. OpenCities makes no warranties in respect of its Services described in this SOW except as set out in the OpenCities 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 work beyond the scope of the included configuration and onboarding services, Accela may request that Agency separately engages Accela’s Professional Services organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

For any Change Order request that impacts OpenCities deliverables, Accela will confer with OpenCities prior to accepting/approving the Change Order.

ASSUMPTIONS

NOT IN SCOPE

- 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

GENERAL SCOPE ASSUMPTIONS

- Accela and OpenCities remain separately responsible for their own services, warranty, and terms and conditions related to the SOW.
- Any coding or integrations not specifically described in this document are not in scope.
- Development of test scripts are not in scope of Accela Services.
- Development of custom training materials are not in scope of Accela Services.

IN REGARD TO ACCELA ONLY:

- This SOW is effective upon the date of its execution by both parties.
- Accela agrees that all services and work performed under this SOW will be accomplished in a professional manner, in accordance with the accepted standards of Accela's profession.
- Accela agrees to comply with all federal, state and local laws, ordinances, rules and regulations.
- Accela agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Accela shall be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all person's equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

ACCELA TECHNICAL ASSUMPTIONS

- The Customer will have to upgrade their instance to 20.1.8 (preferably 20.2.x) before the Premium Citizen Experience can be applied to their solution.
- Agency will select/purchase/acquire the appropriate third-party software prior to the Project Start Date. In the event third party software is not available and provisioned by Project Start Date, a change order may be needed to cover delays in project work.
- Agency is live with Accela Citizen Access and is taking application submittals.
- If an Agency has a custom wrapper or is using Brand Builder that those will be replaced with the Premium Citizen Experience *powered by* OpenCities.
- The implementation is done remotely.
- There is no content migration from the previous website, CMS, or forms product(s).
- Neither Accela or OpenCities will be responsible to create content.

SIGNATURES

This Statement of Work is agreed to by Accela, OpenCities and Agency 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

Date

City of Missoula, MT

Authorized Signature

Name - Type or Print

Title

Date

OPENCITIES, INC.

Authorized Signature

Name - Type or Print

Title

Date

Accela Premium Exp rience Upgrade – Exhibit B : Compensation

Compensation:

The City of Missoula will compensate the Consultant as follows:

Deliverables	Acceptance Criteria	Cost
Project Kick Off, Design and Configuration	<ul style="list-style-type: none"> • Project Kick Off • Collect asset such as logos and images • Create and review analytics report • Departmental Portal Page & Theme Light Design Review 	\$15,000
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Total		\$35,000

Reimbursable Expenses:

Reimbursable expenses such as travel, lodging, and meals are not anticipated in this contract. If travel, lodging, meals or other reimbursable expenses are required, they will be negotiated as needed and included in a Change Order upon mutual agreement between the City and Consultant.

The total contract amount for the above-mentioned fees is **\$35,000**.

Fixed Hourly Rates:

Signature:

Email: rehbeinm@ci.missoula.mt.us