

Statement of Work

City of Missoula, Montana SaaS Migration Services

8/22/2022

Version 1.0

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

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DOCUMENT CONTROL

| Date | Author | Version | Change Reference |
|------------|----------|---------|-------------------------|
| 10/21/2021 | J. White | 1.0 | SOW Creation |
| 8/18/2022 | J. White | 1.1 | Revised price and dates |
| | | | |

INTRODUCTION

OVERVIEW

This Statement of Work (“SOW”) dated 8/22/2022 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 to City of Missoula, Montana (“Agency” or “Customer” or “City”) pursuant to the Accela Consulting Services Policy located at [accela.com/terms](https://www.accela.com/terms).

For Accela, this SOW will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, do not apply, have expired or have otherwise been terminated, the following consultant terms at <https://www.accela.com/terms/> will govern.

This statement of work represents a Fixed Fee based engagement.

SCOPE OF SERVICES

Consultant 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 8 specific interfaces:
 - GIS with XAPO
 - Credit Card Payment Adapter (Virtual Merchant)
 - Census Data Extract
 - Building Eye
 - DigEplan
 - Selectron IVR
 - Selectron Atlas Insights
 - Selectron Atlas Inspector
- Migration of up to 125 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*

WORK DESCRIPTION

Consultant 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 Consultant 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 125)
 - 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

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 tools, accounts, and permissions that will enable Consultant 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 Consultant 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 additional 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 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 Consultant implementation on hold. The Agency must send a formal written request sent to Consultant to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Consultant's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Consultant 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, Consultant reserves the right to terminate the contract at the time of the delay. After that time, Consultant 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 \$25,000.
- 50% invoiced at completion \$25,000.

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 estimated amount payable under this SOW, as calculated from the above-mentioned fees, is **\$50,000** (\$70,000 - \$20,000 discount). 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 9/20/2022. 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 Consultant specifying the proposed changes in detail. Consultant 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. Consultant 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 Consultant'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.

- This Order Form is effective upon the date of its execution by both parties and will terminate on the 31st day of May 2023.
- Consultant agrees that all services and work performed under this Order Form will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.
- Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.
- Consultant 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. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must 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 persons 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.

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.

City of Missoula, Montana

Authorized Signature

Authorized Signature

Name - Type or Print

Name - Type or Print

Title

Title

Date

Date

APPENDIX A: CHANGE ORDER FORM

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

CO #:
 Date:

| |
|---|
| <p>A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:</p> <p>1. [Description of Change #1 – Issue details/scope impact, add as many as needed]</p> <ul style="list-style-type: none"> • Schedule impact: • Resource impact: • Cost impact: <p>2. Etc.</p> <p>Total Project Schedule Impact: [Enter] Total Project Resource Impact: [Enter] Total Project Cost Impact: [Enter]</p> <p>B. BILLING TERMS: Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.</p> <p>C. EXPIRATION: If this is a CO for a bucket of T&M hours there needs to be an expiration date</p> |
|---|

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: |