

# Statement of Work

## **Sonoma County, CA SaaS Migration Services**

4/16/2024

Version 1.0

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## DOCUMENT CONTROL

Date	Author	Version	Change Reference
10/9/2023	J. White	1.0	SOW Creation
10/11/2023	B. Jacobs	1.1	Revise expiration

## INTRODUCTION

### OVERVIEW

This Statement of Work ("SOW") dated 4/16/2024 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 Sonoma County, CA ("Agency" or "Customer").

The products and services contained herein shall be governed by the Subscription Services Agreement agreed to by the parties.

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 11 specific interfaces:
  - GIS (including APO load)
  - Credit Card Payment Adapter (PayPal)
  - CSLB (Gray Quarter)
  - 311
  - Deferred Revenue
  - Referrals
  - Dashboards
  - Permit History web app
  - Parcel Info web app
  - Selectron IVR
  - ePermitHub
- Migration of up to 150 SSRS reports
- 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. Load ADS documents
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. 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 dependencies for Azure compatibility
  - o Unit test and ensure base functionality
13. Migrate and update SSRS reports (maximum of 150)
  - 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
14. Validate Ad Hoc reports
  - o Remove dependencies on custom views where possible
  - o Convert to SSRS as needed
15. Develop go live plan
16. Final go-live/roll back decision
17. Execute go live plan
  - o Two weeks of post go live support
18. 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 inputs specified by Accela 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 3<sup>rd</sup> party systems for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> 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

- Hosting of interfaces remains the responsibility of the Agency unless specifically included in the Accela SaaS license agreement.
- The Enhanced Reporting Database (ERD) option will be purchased with the SaaS license agreement. If the ERD is not purchased, then additional cost may be incurred to redesign and redevelop interfaces that rely on reading directly from the database.

## PROJECT TIMELINE

The project is estimated to take 24 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

- [REDACTED]
- [REDACTED]

## 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 [REDACTED]. 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 \$ [REDACTED] per hour. The Change Order Template is attached hereto as Appendix A.

### EXPIRATION

The scope and terms of this SOW must be executed before 6/30/2024. 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.

### LIVING WAGE

Statutory Compliance/Living Wage Ordinance. Accela agrees to comply with all applicable federal, state and local laws, regulations, statutes, and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement **be** subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be a material breach and may result in termination of the Agreement or pursuit of other legal remedies.

## Insurance

With respect to performance of work under this Agreement, Accela shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in **APPENDIX B**, which is attached hereto and incorporated herein by this reference.



## 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.**

**Sonoma County, CA**

\_\_\_\_\_  
*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:

### A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

- 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:

### C. EXPIRATION:

## 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.

By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

## Appendix B

**Exhibit: Insurance Requirements**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance that is usual and customary for the service or product they may provide in relation to this Agreement, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

**h. Required Evidence of Insurance:**

- i.** Certificate of Insurance.

**3. Automobile Liability Insurance**

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall cover hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

**Technology Errors and Omissions Insurance:**

- a.** Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b.** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c.** The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity
- d.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f.** Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

**4. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A-:VII.

**5. Documentation**

- a.** The Certificate of Insurance must include the following reference: **Permit Sonoma - Accela Subscription Services Agreement.**

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:  
**Attn: Permit Sonoma**  
**2550 Ventura Ave**  
**Santa Rosa, California 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, within (10) days of expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

#### **6. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### **7. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.