

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-252

SAP Number

Innovation and Technology Department

Department Contract Representative	<u>Staci McClane</u>
Telephone Number	<u>909-388-0622</u>
Contractor	<u>Accela, Inc.</u>
Contractor Representative	<u>Arielle Mallen</u>
Telephone Number	<u>925-659-3200</u>
Contract Term	<u>March 26, 2024 through March 25, 2025</u>
Original Contract Amount	<u>NTE \$235,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>NTE \$235,000</u>
Cost Center	<u>1100001000</u>

Briefly describe the general nature of the contract: Statement of Work with Accela, Inc. to perform cloud migration services, in an amount not to exceed \$235,000 for the period March 26, 2024 through March 25, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 3/13/2024

Date _____

Date _____

Statement of Work

San Bernardino County, California SaaS Migration Services

8/10/2023

Version 4.1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
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DOCUMENT CONTROL

Date	Author	Version	Change Reference
7/14/2021	J. White	1.0	SOW Creation
8/30/2021	J. White	2.0	Interface scope change and additional environments
9/13/2021	J. White	2.1	Interface scope change and updated assumptions
9/20/2021	J. White	2.2	Clarification of Interfaces
4/11/2022	A.Mallen	2.3	Update Date to Requested Board Date
5/22/2023	J.White	3.0	Update County IT additional details and requirements
7/14/2023	SBC-ITD-BSD	3.5	Integration of comments by San Bernardino County ITD
7/17/2023	J.White	4.0	Additional 50 Reports
8/10/23	J. White	4.1	Merge county redlines with version 4.0

INTRODUCTION

OVERVIEW

This Statement of Work (“SOW”) 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 San Bernardino County, CA (“Agency” or “Customer”). This SOW is governed by the Subscription Services Agreement executed between the Parties on March 26, 2024 (the Agreement”). In the event of any conflict between the Agreement and this SOW, the terms of the Agreement shall govern.

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 Platform instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire and feedback document provided from County entitled “Accela Interfaces and Customization.”

- Import/upgrade of MS SQL DBs (up to 4 environments: Support, Test, Stage (essentially copy of prod for troubleshooting/UAT), Production)
- Assistance migrating specific interfaces:
 - GIS/Parcel/APN Load
 - Credit Card Payment Adapter
 - Trust Account & Time Accounting Billing Application
 - CityGovApp
 - EPlanSoft
 - EZ Inspect App from vendor CityGovApp
- SolarApp+Assistance connecting Enhanced Reporting Database (ERD) to a County on-premise SQL database as a linked server (assumes purchase of ERD – see project assumptions for details). ERD to be leveraged for:
 - EZOP Database
 - Grant Street Payment Adapter
 - Granicus Short Term Rental
 - Deckard
 - PowerBI
- Custom portlet conversion to standalone web applications using Azure SSO using Contstruct API:
 - User Account Maintenance
 - Time Accounting
 - WinCams (not a portlet)
- Migration of up to 260 SSRS reports (currently 258 in use)
 - Additional report migrations may be purchased if required
- Up to 80 hours 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*
 - *The Accela SaaS platform provides Accela Mobile performance enhancements not available to on-premise customers*

Project Management

Project management is included for scheduling, planning, coordination and communication.

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL (up to 4 environments: Support, Test, Stage, Production) to the Accela SaaS platform.

Pre-Migration

Once the County Of San Bernardino is committed to moving to Accela's SaaS; the County's ITD, with support and consultation from Accela will review all code/scripting/customizations and identify any code and features that may no longer work once moved to Accela SaaS as-is. At this point a deployment schedule and timeline can be estimated. The ITD team estimates this review process to take two months.

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
 - Refactor integrations to use ERD and Construct API for data access
 - Reprint 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
 - 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

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.
- Hosting of interfaces remains the responsibility of the agency unless specifically included in the Accela SaaS license agreement.
- The San Bernardino County will purchase the Enhanced Reporting Database (ERD) and utilize a linked on-premise SQL Server to support existing integrations that read directly from the Accela DB. This architecture will provide similar functionality to the current on-premise DB that contains Accela customizations. If the County opts not to purchase ERD, then additional services may be required to redesign and modify interfaces.
- The Time Accounting Billing and Trust Account application interfaces will need to be refactored for SaaS compatibility. Accela will work with the County development team to modify the interfaces as required for SaaS compatibility.
 - After this project is complete, the County should plan to keep a developer assigned to enhance and maintain this interface.
- CityGovApp uses the Construct API for all connectivity with Accela. As a result, it is not anticipated that any changes to CityGovApp are needed for SaaS compatibility; no scope for this interface has been included.
- SSO: Accela will set up the County to work with Azure SSO. However, custom portlets are not supported in the SaaS environment. Existing custom portlets will be converted to web applications utilizing SSO so they can be integrated with Accela. Accela is not responsible for updating the customer portlets under this agreement; this work will be the responsibility of the County and/or contracted to an Accela partner.
- The county will transition from the legacy Accela Mobile Office to use the latest Accela Mobile app. Alternatively, continued use of City Gov App is fine.
- Agency will coordinate timing on pending work such as Permits Plus documents into Accela and Citizen Access enhancements.

- On Base Integration as the EDMS source for Accela.

PROJECT TIMELINE

The project is estimated to take 36 weeks, however a more accurate timeline can be given after the pre-migration code review is complete. The projected start date for the Project is forty-five (45) calendar days after and 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	\$235,000
Total	\$235,000

PAYMENT SCHEDULE

- 50% due at contract signing \$117,500.
- 50% invoiced at completion \$117,500.

ADDITIONAL REPORT MIGRATIONS

Should San Bernardino County need more than 200 SSRS reports migrated under this agreement, additional migrations for SSRS reports are sold in packages of 25 reports for a cost of \$11,000.

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 \$235,000. 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 Subscription Services Agreement by. If the SOW is not executed, the current scope, terms, and pricing can be renegotiated.

DISCLAIMERS

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

ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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.



Aaron Haggarty (Mar 13, 2024 12:37 PDT)

Authorized Signature

Aaron Haggarty

Name - Type or Print

Chief Legal Officer

Title

13/03/2024

Date

San Bernardino County, California



Authorized Signature

Dawn Rowe

Name - Type or Print

Chair, Board of Supervisors

Title

MAR 26 2024

Date

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONEL
Clerk of the Board of Supervisors
of the County of San Bernardino



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: