RESOLUTION NO. ___64-2015___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, FINDING THE EXPENDITURE OF FUNDS FOR PROFESSIONAL CONSULTING SERVICES IN CONNECTION WITH THE DEVELOP21 PROJECT IS EXEMPT FROM COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE; AUTHORIZING PAYMENT TO INTEGRATIVE STRATEGIES, LLC, FOR SUCH SERVICES; AND AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE PROFESSIONAL CONSULTING SERVICES CONTRACT WITH INTEGRATIVE STRATEGIES, LLC.

WHEREAS, the City Council of the City of Mesquite, Texas (the "City"), desires professional consulting services in connection with the implementation of a system, including software and services provided by Tyler Technologies, Inc., to be used by multiple City departments, private contractors and developers to facilitate the review, engineering, construction, inspection and enforcement of development projects, the storage and retrieval of related documents and compliance with codes for property maintenance (the "Develop21 Project"); and

WHEREAS, the City has determined that Integrative Strategies, LLC ("Consultant"), has the necessary skill, knowledge, expertise and experience in the area involved and is qualified to perform the professional consulting services desired by the City in connection with the Develop21 Project; and

WHEREAS, the City has proposed a contract with Consultant for professional consulting services which are primarily mental or intellectual requiring special knowledge and a high order of learning, skill and intelligence in the form attached hereto; and
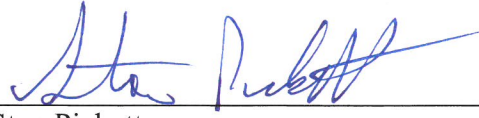
WHEREAS, such expenditure for professional consulting services is authorized without competitive bidding by Texas Local Government Code §252.022(a)(4).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1.   That the City finds that the expenditure of compensation for basic services in an amount not to exceed $180,000, plus reimbursable expenses, without competitive bidding for professional consulting services with Consultant in connection with the Develop21 Project is hereby authorized.

SECTION 2.   That the City Manager, or his designee, is authorized to finalize and execute a professional consulting services contract with Integrative Strategies, LLC, in the substantial form as attached hereto as Exhibit "A," for such compensation for basic services and for such terms and conditions as are reasonable and necessary to protect the interests of the City and comply with the intent of this resolution.
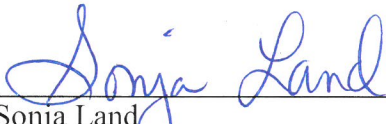
DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 21st day of December, 2015.
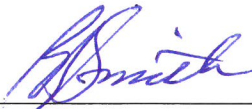
Stan Pickett
Mayor

ATTEST:

Sonja Land
City Secretary

APPROVED:

B. J. Smith
City Attorney

EXHIBIT "A"

Professional Consulting Services Contract
With
Integrative Strategies, LLC

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the City of Mesquite, hereinafter called "CITY", acting by and through **Cliff Keheley, City Manager**, duly authorized to act on behalf of the CITY and **Integrative Strategies, LLC**, hereinafter called "CONSULTANT", acting by and through Allan Rubio, managing member, duly authorized to so act on behalf of the CONSULTANT.

WHEREAS, the CITY desires consulting services in connection with the implementation of the License and Services Agreement with Tyler Technologies ("the Tyler Agreement") dated November 6, 2015, for the Develop21 Project for the City of Mesquite, hereinafter called "the PROJECT"; and

WHEREAS, the CITY has determined that the CONSULTANT has the necessary skill, expertise and experience in the area involved and is qualified to perform the work, and the CONSULTANT is willing to enter into a contract with the CITY to perform the consulting services desired by the CITY in connection with the PROJECT.

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

The CITY hereby retains the CONSULTANT to perform consulting services in connection with the PROJECT described above, such services to be made and provided in accordance with CONSULTANT'S proposal and CITY'S instructions, specifications and requirements as set forth in Exhibit "A" attached and incorporated herein for all purposes.

1. SCOPE OF SERVICES
The scope of the consulting services to be performed by the CONSULTANT shall be as described in Exhibit "A" attached herein.

2. CITY'S RESPONSIBILITIES
So as not to delay the services of CONSULTANT, the CITY shall do the following in a timely manner:

2.1 Access to Technology
The City shall provide the CONSULTANT with on-site or remote access to technology, web sites or shared drives necessary to perform this Contract, subject to security clearances and such other protocols established by the City's Director of Technology Services.

2.2 Responsiveness
The City and its employees shall respond promptly to the CONSULTANT'S requests for information so as not to delay the performance of CONSULTANT. Communications with City employees shall be in a manner prescribed by the City Representative.

2.3 City Representative
CITY designates the Director of Planning & Development Services ("the Director") or his

1

designee to act as a contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

The CONSULTANT'S services shall be performed in a timely manner consistent with sound professional practices. The CONSULTANT will complete the work according to the following schedule:

3.1.1
The CONSULTANT shall begin work on the date determined by the Director as specified in the written Notice to Proceed.

3.1.2
The CONSULTANT shall work diligently to implement the Tyler Agreement according to the Project Schedule agreed to by the City, Tyler and CONSULTANT during Stage 1 of said agreement. Deviation from the Project Schedule shall require approval of the Director.

3.1.3
A report of project management activities, showing the percentage completed of the Scope of Services, will be submitted each month to the CITY in conjunction with Monthly Project Status Reports.

3.2 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of CONSULTANT'S services, the various rates of compensation and schedule shall be adjusted equitably.

3.3 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the CONSULTANT shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees and reimbursable expenses stipulated in Section 4 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from the Director.

4. PAYMENT FOR SERVICES

4.1 Compensation for Basic Services

CITY shall pay a Basic Consulting Fee for all work performed by the CONSULTANT in prosecuting the Scope of Services at the rate of $84.50 per hour. Solely as a cost control measure and without restriction or control on the speed at which the CONSULTANT prosecutes the Scope of Services, the total Basic Consulting Fee under this CONTRACT shall not exceed $180,000 over the Term as specified in Section 5 without written

approval of the City Manager.

4.1.1

Upon submittal of invoices in proper form prescribed by the CITY, CITY agrees to pay the CONSULTANT for work performed beginning as early as two weeks after the CONSULTANT commences work. On or before the first such payment, the Parties shall mutually agree upon a Payment Schedule and procedures for payment in consultation with the City's Director of Finance.

4.2 Compensation for Reimbursable Expenses

CITY agrees to pay Reimbursable Expenses up to and not to exceed One Thousand Two-Hundred Fifty Dollars ($1,250.00) per month for any actual expenses incurred by CONSULTANT in the interest of the PROJECT for services and requirements of this CONTRACT, including but not limited to reasonable charges for transportation and lodging.

4.3 Compensation for Additional Services

Additional services **not** covered under the Scope of Services, will be provided to the CITY on an hourly basis plus reimbursable expenses as agreed in writing with the Director at the time such services are authorized

5. TERM

This CONTRACT shall be performed month-to-month up to and not to exceed a total of fifteen (15) calendar months, unless extended in writing by the CITY. This CONTRACT may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, CONSULTANT shall be entitled to recover for all services performed and reimbursables expended prior to the date of termination.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the CONSULTANT under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by certified project managers currently practicing in the Dallas-Fort Worth region under similar conditions. The CONSULTANT shall comply with all applicable laws and rules. The CITY'S approval, acceptance, use of or payment for all or any part of the CONSULTANT'S services herein under or of the project itself shall in no way alter the CONSULTANT'S obligations or the CITY'S rights thereunder.

6.2 Progress and Performance

The provisions of this CONTRACT and the compensation to CONSULTANT have been agreed to in anticipation of continuous and orderly progress through the completion of the CONSULTANT'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the CONSULTANT has no control. If the CONSULTANT'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not

terminate this CONTRACT unless CONSULTANT elects to terminate in accordance with the provisions of Section 5 of this CONTRACT.

6.3 City Control

It is understood and agreed that the CITY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the CONSULTANT is instructed to proceed with the work.

6.4 Independent Agent

CONSULTANT and CITY agree that CONSULTANT and any officer, employee or agent of CONSULTANT, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the CITY.

6.5 Compliance with Laws

CONSULTANT shall at all times observe and comply with all Federal, State, and local laws and ordinances and regulations, including all amendments thereto, in the execution of all work in connection with this PROJECT, specifically and not limited to any laws relating to conflicts of interest. In particular, CONSULTANT is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning to the City in accordance with provisions thereof. Failure to comply with any applicable laws, including provisions of Chapter 176, may result in: i) the forfeiture by CONSULTANT of all benefits of this CONTRACT; ii) the retainage by City of all services performed by CONSULTANT; and iii) the recovery by City of all consideration, or the value of all consideration, paid to CONSULTANT pursuant to this CONTRACT.

6.6 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the CITY.

6.7 Indemnification

CONSULTANT, its officers, agents and employees agree to indemnify, hold harmless, and defend the CITY, at CONSULTANT'S cost, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the CONSULTANT of those services contemplated by the CONTRACT, based upon negligent acts or omissions of CONSULTANT, its officers, agents, employees, consultants and subcontractors, whether or not caused solely by the CONSULTANT, its officers, agents, employees, consultants or subcontractors or jointly with any other party **WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.**

CONSULTANT agrees that he is solely responsible for the safety of himself and his

employees in the performance of this CONTRACT and agrees to indemnify and hold harmless CITY, its officers and agents from and against any liability arising from the personal injury or death of the CONSULTANT or the employees of the CONSULTANT arising out of or in connection with this CONTRACT.

6.8 Insurance

Unless waived in writing by the CITY, the CONSULTANT shall provide insurance coverage as required by this Section.

6.8.1

- General Liability with minimum limits of $1,000,000 per Occurrence, $1,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Professional Liability/Errors & Omissions coverage with minimum limits of $1,000,000 per Occurrence and $1,000,000 Aggregate annually.
- Auto Liability with minimum limits of $500,000 Combined Single Limit.
- Certificate must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability & Auto coverages.
- Employers Liability with minimum limits of $100,000 Occupational Disease, $100,000 per Accident, and $100,000 per Employee.
- Workers Compensation providing statutory coverage limits.
- Certificate must include a statement providing a Waiver of Subrogation on the Workers Compensation, Employers Liability as well as the General Liability coverage.
- Certificates must provide for at least 30 days notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the certificate.
- Claims-made policies are only acceptable for the *Professional Liability policy at the sole discretion of the City if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.
- Declarations or copies of policies in addition to a certificate of insurance must be provided.
- All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

6.8.2

Coverage must be maintained for at least two (2) years after the PROJECT is completed and must be written on an occurrence basis, except as approved by the City. All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured and provide any defense provided by the policies.

name the CITY as additional insured and provide any defense provided by the policies.

6.9 Property

All documents, including computer input and output, digital or computer files, etc., prepared by the CONSULTANT pursuant to this CONTRACT shall become the property of the CITY. The CONSULTANT may retain copies of all documents.

6.10 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Dallas County, Texas.

6.11 Severability

If any part of this CONTRACT shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

6.12 SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this CONTRACT, and any other provisions of this CONTRACT which, by their terms, are contemplated to survive (or to be performed after) termination of this CONTRACT, shall survive cancellation or termination thereof.

7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the __23rd__ day of __December__, 2015.

CITY OF MESQUITE

By: _____
Cliff Keheley, City Manager
Or His Designee

Attest: _____
Sonja Land, City Secretary

Approved as to Form:

By: _____
B.J. Smith, City Attorney
Or His Designee

CONSULTANT

By: _____
Allan Rubio
Manager, Integrative Strategies, LLC

Attest: _____
Secretary, or if none, Witness

name the CITY as additional insured and provide any defense provided by the policies.

6.9 Property

All documents, including computer input and output, digital or computer files, etc., prepared by the CONSULTANT pursuant to this CONTRACT shall become the property of the CITY. The CONSULTANT may retain copies of all documents.

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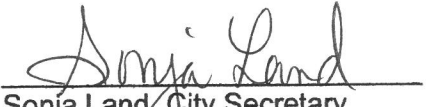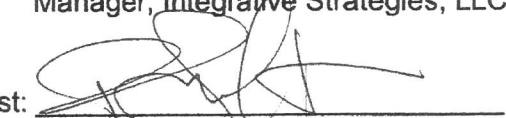
7. DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of ___December___, 2015.

CITY OF MESQUITE   **CONSULTANT**

By: _____   By: _____
    Cliff Keheley, City Manager   Allan Rubio
    Or His Designee   Manager, Integrative Strategies, LLC

Attest: _____   Attest: _____
    Sonja Land, City Secretary   Secretary, or if none, Witness

Approved as to Form:

By: _____
    B.J. Smith, City Attorney
    Or His Designee

6

	Exhibit A

DEVELOP21 PROJECT MANAGEMENT
Scope of Services

The Consultant will be responsible for implementation of a software License and Services Agreement with Tyler Technologies, Inc., ("the Vendor") for a system to be used by multiple City departments, private contractors and developers to facilitate the review, engineering, construction, inspection and enforcement of development projects, the storage and retrieval of related documents, and compliance with codes for property maintenance.

Table I: Scope of Services

Activity	Description
Lead Weekly Project Team Meetings	Consultant to lead project management meetings between the City and the Vendor, to conclude with meeting minutes and action items
Execute Project Work Plan, Schedule	Consultant to work with City's functional leadership to develop and execute a Project Work Plan and Project Schedule
Coordinate Communications	Consultant to formulate a stakeholder Communications Plan; ensure project transparency and open communication across all involved City departments; push daily communications from the Vendor to appropriate City personnel for feedback or resolution
Manage Vendor Contract Compliance	Consultant to oversee Vendor execution of Statement of Work (Stages, Objectives and Tasks) identified in Vendor contract (attached)
Prepare Monthly Project Status Report and Project Management Activities	Consultant to provide monthly project status reports to City's executive and functional leadership, to cover: summary of activities during the prior reporting period; planned activities for the upcoming reporting period; recommendations for mitigation of risks and issues associated with implementation; on-going mitigation activities of the PM and the Vendor to resolve previously identified risk and issues
Inform Executive Leadership	Consultant to report to City's executive and functional leadership on accountability and alignment of City project teams on milestones, deliverables and related decision-making; prepare weekly timeline progress reports to City's executive and functional leadership, and explain anticipated variances to the project timeline
Assist with Change Management	Consultant to assist City's functional leadership with identifying gaps in software functionality and desired future business processes and facilitate opportunities for change management within the City's development review process
Assess Deliverables and Ensure Quality Standards	Consultant to assess implementation of Vendor deliverables, to include findings for the City to address with the Vendor prior to sign-off; ensure project technology quality standards are met as prescribed by City's IT leadership through the effective use of approved processes, methodologies and deliverables

Conduct Readiness Assessments	Consultant to perform readiness assessments and recommend when the City is ready to go-live, to include: identifying risks and specific recommendation for action in order to go live; identifying issues for City and Vendor to address during or immediately after transition to live operation; and evaluate the Vendor's own readiness assessment
Lead User Acceptance Testing	Consultant to review Vendor's test plan and scripts; facilitation of testing activities and logistics relating to scheduling UAT activities; analysis of test results; and recommendations to increase likelihood of success
Oversee Training	Consultant to coordinate Vendor's training activities, to include: reviewing the training plan and training materials; monitoring training activities; recommending modifications to the training delivery; and providing feedback on training documentation
Assist Invoice Review	Consultant will assist City's executive leadership in evaluating and approval of Vendor's invoices

Attachment:
Tyler Contract Statement of Work

Table II: Fees for Project Management

Services	Estimated Hours Required	Cost
• Lead Weekly Project Team Meetings • Execute Project Work Plan, Schedule • Coordinate Communications • Manage Vendor Contract Compliance • Prepare Monthly Project Status Report and Project Management Activities • Inform Executive Leadership • Assist with Change Management • Assess Deliverables and Ensure Quality Standards • Conduct Readiness Assessments • Lead User Acceptance Testing • Oversee Training • Assist Tyler Agreement Invoice Review	2,130	$180,000

energov
a tyler planning, permitting & licensing solution

Statement of Work
For EnerGov Implementation

Prepared for:

Mesquite, TX

Prepared by:

Tyler Technologies, Inc
2160 Satellite Blvd, Suite 300
Duluth, GA 30097
888.355.1093
www.tylertechnologies.com

tyler

PROJECT SCOPE:

Based upon the Client's RFP and Tyler's Proposal, as well as information exchanged during the procurement and contract negotiation processes, as documented in the Agreement and this Statement of Work, the following professional services have been allocated for implementation of this project:

Tyler Resources Purchased:

- Project Management Services = 250 resource hours

- System Configuration Services = 1000 resource hours

- System Administration / Fundamentals Training = 80 resource hours

- End User Training & Production Support = 250 resource hours

- Report Development Services = 120 resource hours (on average a medium complexity report takes 10-12 hours to develop. This is based on an estimate of 8-10 medium complexity reports being developed)

- Data Conversion Services = 275 resource hours

- Travel = 22 on-site trips (This number is provided as an estimate of the number of trips that will be necessary for this project as provided in the Draft Project Plan. The number of trips that take place are independent of the proposed number of resource hours. If additional trips are requested by the City, it will not impact the number of resource hours included here unless those trips include additional work beyond the scope.)

Resource Allocation:

A preliminary allocation of the purchased resources has been provided at Exhibit G to the Agreement, and is discussed in Section C(8) of the Agreement. A sample project schedule, in the form of a Gantt Chart, has also been provided at Exhibit H to the Agreement. Both of these documents will be refined, updated and adjusted over the course of the project, and are initially provided for the parties' general reference purposes in advance of project kick-off.

STAGES AND TASKS

Each stage set forth below includes tasks and deliverables, with participation in those tasks and deliverables divided between the parties. The project is designed to provide opportunities for review and acceptance of deliverables within that stage, and the stage as a whole. This is sometimes referred to as an iterative, or waterfall, approach. While tasks and deliverables within a stage may occur, or be provided, concurrently, each stage is performed consecutively. That is, because each stage is dependent on the results of the previous stage, a new stage cannot begin until the previous stage is completed.

Upon completion of a deliverable or, as applicable, a task, the customer will have an opportunity to review the deliverable or task. Except as otherwise agreed by the parties, the customer will have a five-day business window within which to identify to Tyler a deviation in the deliverable (or task) from the warranties provided in the parties' agreement or the criteria the parties have agreed to for a given deliverable (or task). In the event a deviation is reasonable identified and confirmed, Tyler will address the deviation according to the terms of the Support Call Process or the services warranty provision set forth in the Agreement, as applicable. When a corrected deliverable has been resubmitted for review, that process shall repeat. When all tasks and deliverables within a stage have been performed and accepted, as applicable, that stage is considered complete. Upon stage completion, Tyler will provide the customer with a Work Acceptance Form (SOW Attachment A) to document that fact. Unless otherwise agreed to by the parties, the customer must return the completed Work Acceptance form within five business days of receipt. In the event the customer fails to provide the form within that timeframe, and does not otherwise advise Tyler of a reasonable basis for withholding signoff, the stage will be deemed "accepted," and the parties will move on to the next stage.

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Tasks have been arranged for this project with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

Stage 0 - Software Delivery and Installation

During this stage, the software is made available to the customer for downloading. The Tyler deployment team then installs it on the Client's infrastructure. These events occur before the project has been kicked off in earnest.

Objectives:

- o Tyler purchased software is made available the Customer (software delivered)
- o Tyler deployment team installs the software

Software Delivery		
Tasks	**Tyler**	**Agency**
Software is made available for download	Own	None
Provide Tyler remote access (when needed) to required server for Tyler software installation	Advise	Own
Software is installed remotely	Own	Advise

Milestone/Deliverable: Signoff of Software Delivery and Installation

Stage 1 - Initiation and Planning

During this stage, the parties establish project baselines through project planning activities. Tyler collaborates with the customer on defining project teams, communication channels, infrastructure requirements, and project documentation. One of the most significant deliverables of this stage is the Project Plan, which includes the Project Schedule, as well as an indication of which tasks throughout the project are planned for onsite delivery and which are planned to be performed remotely. (Note that the Project Schedule is discussed again at the end of this Statement of Work.)

Objectives:

- o Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- o Distribution of forms and gathering of high-level organizational and process information
- o Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- o Assessment of IT infrastructure and needs
- o Planning for staff mobilization & allocation
- o Team Training –System Admin /EnerGov Fundamentals

Tasks:

Initiation & Planning		
Tasks	**Tyler**	**Agency**
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Review Tyler's Hardware/Infrastructure requirements with customer IT staff	Own	Participate

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Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking infrastructure by the Agency as specified by Tyler's Hardware / Infrastructure requirements documentation	Advise	Own
Provide Tyler remote access (when needed) to required server for system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT aspects of the overall implementation	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Review and refine preliminary project planning documents to prepare and deliver "final" Project Plan (including a Project Schedule)	Own	Participate
Deliver and review Project Plan	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Team Training	Own	Participate
Deliver Project Planning & Initiation Stage Sign Off to Agency	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Initiation and Planning Stage
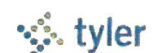
Stage 2 - Assess & Define

During this stage, the parties analyze the customers' current business processes and functional requirements to confirm how the software can be most effectively and productively configured, balancing the customer's functional goals and the scope of resources purchased. This stage allows for the parties to compare the software's proposed functionality for the customer, as established in the functional "Checklist" in Attachment B to Tyler's proposal, against the customer's actual business processes or the customer's identified process improvements and the alternative configurability of the EnerGov system so as to clearly document the actual configuration the customer desires. It should be noted that this assessment is a point in the project where scope could change from the contracted-for scope, and change orders may be required. Please reference Section C(3) of the parties' agreement.

Objectives:
- o Tyler to gain an understanding about how customer conducts business
- o Translate business understanding into the "to-be" documented EnerGov configuration definition documentation

Tasks:

Assess & Define		
Tasks	**Tyler**	**Agency**

tyler

	Tyler	Agency
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Agency	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Assess & Define Stage

Stage 3A –System Configuration

During this stage, the parties deploy the configurations identified during the Assess & Define stage and documented in the PDD. These configurations establish the customer's baseline software functionality, which will be built upon with custom reports and integrations, as well as conversions, to the extent they are in-scope or added to scope, in subsequent stages.

Objectives:

o Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage

Tasks:

System Configuration		
Tasks	**Tyler**	**Agency**
Deploy Pre-production environment to house the configuration system as defined and reviews by Tyler's Hardware / Infrastructure requirements documentation	Advise	Own
Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Agency	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Configuration Stage

Stage 3B – Configuration - Internal Test

During this stage, the parties ensure that the Assess & Define stage successfully identified all information and configurations necessary to complete the report development and data conversions that follow, to the extent in scope, in subsequent stages. This test is not intended to be a full system test; that test occurs in a subsequent stage.

Objectives:

o Conduct Initial operational test
o Confirm proper configuration

*·. tyler

Tasks:

Internal Test		
Tasks	**Tyler**	**Agency**
Provide users logins for key Customer staff	Own	None
Conduct training on testing procedures and expectations	Own	Participate
Conduct a full configuration test, as well as a retest of resolved issues	Advise	Own
Record testing results in SharePoint	None	Own
Conduct QA to identify configuration testing issues	Own	None
Resolve any configuration testing issues identified during QA and issues identified during Agency testing	Own	None
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Agency	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Internal Test Stage

Stage 4A - Build Specifications

During this stage, the parties prepare the specifications for in-scope customizations, including reports, conversions, and integrations.

Objectives:
- o Define custom report requirements (agency responsibility)
- o Define and map data conversion requirements (see section titled *Data Conversion*)
- o Define integration specifications (None)
- o Define and map, based on provided API's, interface requirements (None)

Data Conversion within scope		
System Name	**Details**	**Comments**
SCO Unix Database	**Estimated 175 service hours**	**None**
MySQL	**Estimated 100 service hours**	**None**

System Integrations within scope	
System Name	**Comments**
Tyler-Incode Municipal Court	See Investment Summary and Addendum
Tyler Incident Management	See Investment Summary and Addendum

Tasks:

Build Specifications		
Tasks	**Tyler**	**Agency**
Populate Data Conversion Template Database (DCT-DB)	Advise	Own
Deliver and review list out-of-the-box standard reports, documents, dashboards and search consoles in order to	Own	Participate

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	None	Own
identify any gaps in report coverage that may require custom report development		
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications	Owner	Participate
Deliver and review integration specifications to Agency	Owner	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Agency	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Build Specifications Stage

Stage 4B - Build
During this stage, the parties deploy the in-scope customizations, based on the specifications that were developed in the prior stage.

Objectives:
- Develop Custom Reports per defined requirements (Tyler will be developing all reports)
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations (No Integrations in scope)

Tasks:

Build		
Tasks	**Tyler**	**Agency**
Deliver and review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate
Produce, deliver and review internally tested custom reports per defined requirements (if necessary)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements	Own	Participate
Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Agency	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Build Stage

Stage 5A - System Acceptance Planning
During this stage, the parties prepare for the full system test.

Objectives:
- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT)

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o   Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	**Tyler**	**Agency**
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide System Overview and Administrator training for Power Users	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment NOTE: System Acceptance Testing may take place in the Production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting	None	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Testing Stage Sign Off to Agency	Own	None
Return System Acceptance Testing Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of System Acceptance Planning Stage

Stage 5B – Verification and System Acceptance

During this stage, the parties engage in full system testing, based on the test scripts developed in the prior stage. Testing is to be deemed successful unless there is an issue that is identified that would prevent the customer from going live (into production) on the system. In the event such an issue is identified, Tyler will resolve the issue and the testing process will repeat to confirm that the issue is resolved and go-live can occur. Cosmetic or immaterial issues, or issues with a workaround or functionally equivalent alternative, will not be considered issues that prevent go-live, and will be addressed and resolved during the final stages of implementation and/or by the help desk team, as set forth in the Support Call Process exhibit to the parties' agreement.

Objectives:

o   Test and signoff on each delivered business process, suite or component based on criteria
o   System ready for production and promoted to a production, testing, and development environment.

Tasks:

Verification and System Acceptance		
Tasks	**Tyler**	**Agency**

Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own
Resolve System Acceptance Testing issues that would prevent Go-Live identified	Own	Participate
Retest until testing issues are resolved and Go-Live is possible.	Participate	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Agency	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Verification and System Acceptance Stage

Stage 6 - User Training

During this stage, the parties will cooperate in end-user training activities on the system. Tyler will provide the training, and the customer will ensure that its end-users attend and participate. Prior to kick-off of this stage, the parties will have agreed to classroom format and other facility requirements.

Objectives:

o Provide requisite hours of classroom and one-on-one training and knowledge transfer to agency end-users.

Tasks:

User Training		
Tasks	**Tyler**	**Agency**
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment NOTE: User Training may take place in the Production system while configuration issue resolution is done in Pre-production and promoted to Production for retesting	None	Own
Conduct End User Training	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver User Training Stage Sign Off to Agency	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

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Milestone/Deliverable: Signoff of User Training Stage

Stage 7 – Production & Production Support

During this stage, the parties promote the system to a production environment, and Tyler's designated implementation staff provides onsite support during business days following Go-Live, as the customer transitions to the Tyler help desk team for support.

Objectives:

- o Conduct final data import cutover
- o Conduct final integration deployment
- o Tyler to provide on-site production support

Tasks:

Production & Production Support		
Tasks	**Tyler**	**Agency**
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Agency	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Participate	Own
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personnel are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Agency	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Milestone/Deliverable: Signoff of Production & Production Support Stage

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