



Los Angeles County
Department of Regional Planning
Planning for the Challenges Ahead



Richard J. Bruckner
Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 19, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

42 August 4, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 78227 WITH TYLER
TECHNOLOGIES, INC. FOR THE ELECTRONIC PERMITTING AND INSPECTIONS
COUNTY OF LOS ANGELES SYSTEM
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Approval of Amendment No. 2 to the Electronic Permitting and Inspections County of Los Angeles System Agreement No. 78227 with Tyler Technologies, Inc., to increase the contract amount and extend the Agreement 2 years with up to two 1-year renewal options to expand the County's software license to accommodate the Department of Public Works.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor to execute the attached Amendment No. 2 (Amendment) to Agreement No. 78227 (Agreement) with Tyler Technologies, Inc. (Tyler), to expand use of the Electronic Permitting and Inspections County of Los Angeles (EPIC-LA) system to incorporate workflows from the Department of Public Works (Public Works), to increase the contract amount by \$8,932,801 from \$2,335,308 to \$11,268,109, including a 10 percent contingency for unforeseen additional work within the scope of this Amendment, and extend the Agreement for an additional 2 years, with up to two 1-year renewal options.
2. Delegate authority to the Director of the Department of Regional Planning (Director), or designee, to approve and execute amendments or change notices to incorporate changes to the Agreement

not significantly affecting the scope-of-work and increase the contract amount to \$11,268,109.

3. Delegate authority to the Director or designee to terminate the Agreement if, in the opinion of the Director, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2007, the Board of Supervisors authorized a Feasibility and Requirements Study (Study) for land use permitting functions, known as Permit and Land Management Solutions (PALMS), to identify, analyze, and implement improvements to the business processes and supporting technology that would improve the effectiveness and efficiency of the County's land entitlement and permitting functions. The Study was completed in 2010.

Following the recommendations in the Study, the Department of Regional Planning (Regional Planning) initiated and implemented many process improvements including market research on available technology. In 2013, Regional Planning released a Request for Proposal (RFP) to solicit proposals, which could provide the professional services, software, and hardware that would provide a comprehensive solution to meet the County's needs. On June 24, 2014, the Board approved a 2-year Agreement with two 1-year renewal options with Tyler in the amount not to exceed \$2,335,308 to implement EPIC-LA.

Over the past 24 months, Public Works has gone live on several in-house developed interim land entitlement and permit tracking systems, which in part rely on a legacy mainframe software system. Amending the Agreement will allow Public Works to integrate its data and workflow into EPIC-LA, allowing Regional Planning and Public Works to seamlessly work together to process an applicant's project in a more timely and cost-effective manner. Valued workflows and processes developed in the existing solutions will be migrated into EPIC-LA, enabling the departments to retire the legacy mainframe system. Applicants will also benefit financially by reducing paper use, printing costs, driving time, and gasoline consumption. It will also provide more certainty with respect to case processing timeframes and will implement a critical online portal for easy customer access to project information. EPIC-LA will ensure that our applicants experience a unified, customer-friendly, web-based entitlement and permitting process.

Implementation of Strategic Plan Goals

The recommended action requested herein supports the Countywide Strategic Plan Goal 1 (Operational Effectiveness/Fiscal Sustainability) and Goal 3 (Integrated Services Delivery). The recommended action will allow Public Works to use EPIC-LA, contract for professional services to implement EPIC-LA, work closely with Regional Planning, and improve the County's overall customer service in the land entitlement and permitting process.

FISCAL IMPACT/FINANCING

The original Contract Sum of \$2,335,308 is based on the work outlined in Exhibit A (Statement of Work) and attachments specific to Regional Planning. Funding for the Regional Planning project implementation and ongoing maintenance, including the two additional contract years, is included in Regional Planning's Operating Budget.

The increased contract amount of \$8,932,801 includes a \$6,925,943 one-time cost component

specific to Public Works for implementation services, licenses/software, pool dollars required to integrate Public Works into EPIC-LA, and travel expense. Maintenance and support and annual subscriptions costs, throughout the duration of the contract, are \$2,006,858. Public Works' portion of the cost is \$1,675,751 while Regional Planning's costs will increase by \$331,107 to accommodate the two additional years added by this Amendment.

Internal Services Department will host EPIC-LA. Public Works has estimated the incremental cost increase to be approximately \$300,000 to support additional users.

There will be no net County cost impact resulting from this Amendment. Funding for Public Works' year one costs, including an additional 10 percent for contingencies, is included in the Public Works General Fund Fiscal Year 2014-15 Budget and is fully offset by building permits and inspection fee revenue. Funding for Regional Planning's maintenance and support and annual subscriptions cost increases is included in the Department's Fiscal Year 20014-15 Budget. Funding for the remainder of the contract term, option years, contingencies, and future ongoing maintenance and support will be included in the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The initial Agreement provided a 2-year term beginning June 24, 2014 ending June 24, 2016 with two 1-year renewal options. Amendment No. 2 (Attachment II) will become effective upon the date of execution by all parties. The Amendment provides a 4-year term beginning June 24, 2014 ending June 24, 2018, with two 1-year extensions thereafter.

The Amendment is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor's employees.

CEO Risk Management, County Counsel, and outside counsel reviewed the Amendment and determined that the provisions do not increase the County's risk exposure nor reduce Tyler's performance obligations under this Agreement. County Counsel has approved the proposed amendment as to form. Outside counsel has assisted in the negotiation of the Amendment.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment I).

ENVIRONMENTAL DOCUMENTATION

The services provided through this Agreement and its Amendments will not have an effect on the environment and, therefore, this Agreement is exempt from California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

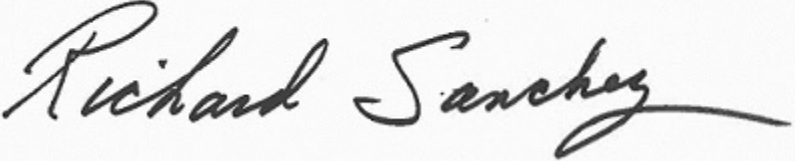
Approval of the proposed amendment for EPIC-LA will enhance the customers' experience by providing a more streamlined and seamless entitlement process. Tyler is dedicating additional resources so there will be no negative impact to the Regional Planning portion of the project.

CONCLUSION

Upon approval of this Amendment, Public Works will be able to move forward with its implementation of and integration into EPIC-LA, which will greatly enhance the County's overall land entitlement process by providing a much better experience to our customers, reducing costs to customers, and promoting more government accountability and transparency.

Respectfully submitted,

Reviewed by:

A black ink signature of Richard Sanchez, written in a cursive style.

RICHARD SANCHEZ
Chief Information Officer

A blue ink signature of Richard J. Bruckner, written in a cursive style.

RICHARD J. BRUCKNER
Director

RJB:DSL:AO:HCC:
hs

Enclosures

- c: Executive Office, Board of Supervisors
Board Deputies
Chief Executive Office
Chief Information Office
County Counsel
Fire Department
Parks and Recreation
Public Health
Public Works

A black ink signature of Gail Farber, written in a cursive style.

GAIL FARBER
Director



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 15-06

DATE:

5/4/2015

SUBJECT:

APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 78227 WITH TYLER TECHNOLOGIES INC., FOR THE ELECTRONIC PERMIT AND INSPECTIONS COUNTY OF LOS ANGELES (EPIC-LA) SYSTEM

RECOMMENDATION:

☒ Approve☐ Approve with Modification☐ Disapprove

CONTRACT TYPE:

☐ New Contract☐ Sole Source☒ Amendment to Contract #: 78227☐ Other:

CONTRACT COMPONENTS:

☒ Software☐ Hardware☐ Telecommunications☒ Professional Services

SUMMARY:

Department Executive Sponsor: Richard J. Bruckner, Director of Planning and Gail Farber, Director of Public Works

Description: The Department's of Regional Planning and Public Works is requesting approval of Amendment No. 2 (Amendment) to the existing Agreement No. 78227 (Agreement) with Tyler Technologies, Inc. (Tyler) for the Electronic Permit and Inspections County of Los Angeles (EPIC-LA) system. This Amendment will expand the County's software user license to accommodate the Department of Public Works (Public Works), increase the contract amount and add additional contract years. It will also enable implementation of improvements for Public Works identified in the County's 2010 Permitting and Land Management Solutions Feasibility and Requirements Study, especially a new land development and building permits system.

Contract Amount: Increase from \$2,335,308 to \$11,268,109. Add 2 years to the existing 2 year term.

Public Works	\$8,601,694
Regional Planning	\$ 331,107
Total	\$8,932,801



Funding Source: Operation Budgets of Public Works and Regional Planning.

☐ Legislative or Regulatory Mandate☐ Subvened/Grant Funded:

<i>Strategic and Business Analysis</i>	<p>PROJECT GOALS AND OBJECTIVES:</p> <p>In 2010 the County completed a Permitting and Land Management Solutions Feasibility and Requirements Study that identified a range of operational and system recommendation to improve the effectiveness and efficiency of the County's land management permitting process. The EPIC-LA system enables the recommendations to be implemented. Regional Planning is implementing its portion of EPIC-LA, and anticipates starting operations by the end of 2015. This Amendment will enable Public Works to implement its portion of the system, focusing on building permits and land development.</p>
	<p>BUSINESS DRIVERS:</p> <p>The EPIC-LA project seeks to implement improvements to the County's land management permitting process, with an emphasis on improving services to the public. Examples of specific improvements include a single public facing portal, online credit card payments and integrated workflow between County departments for improved information sharing.</p>
	<p>PROJECT ORGANIZATION:</p> <p>Dennis Slavin, Regional Planning Chief Deputy Director, is the executive sponsor for Regional Planning and Dennis Hunter, Deputy Director for Development Services is the executive sponsor for Public Works. Each department has a Project Manager and project team that will continue to work together during the implementation and operational use of the system. Regional Planning and Public Works are developing an updated MOU to reflect the organization and operating agreement that governs their management and use of the EPIC-LA system.</p>
	<p>PERFORMANCE METRICS:</p> <p>System implementation will be managed using project management best practices by the vendor and each Department. The comprehensive RFP and contract that were utilized in the original procurement of EPIC-LA will be used to verify that the system meets the County's functional, technical, and operational requirements. Each department will use the system to report business operational metrics, with an emphasis on reducing the time for completing permitting processes while improving quality.</p>
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The Tyler Technologies solution is strongly aligned with County business objectives for land development and building permitting, as well as County technology standards and directions. The Planning and Public Works Board deputies have previously been briefed on the EPIC-LA Amendment.</p>

	<p>PROJECT APPROACH:</p> <p>The EPIC-LA system is a Commercial Of The Shelf (COTS) solution. It meets the vast majority of each department's functional and technical requirements, which are consistent with the requirements defined in the 2010 Permitting and Land Management Solutions Feasibility and Requirements Study, in the RFP used to originally select the EPIC-LA system, and in the existing Agreement with Tyler. The implementation schedule for Public Works is anticipated to be 24 months. EPIC-LA is hosted on the ISD eCloud system. The Agreement with Tyler includes the ability to acquire software user licenses for the other County departments that participate in the land development permitting process to use the system: Fire, Public Health, and Parks & Recreation. The Agreement allows for appropriate expansion, including user licenses and professional services, in the case that these or other departments choose to use the system for additional permitting applications. The user license costs have been established in the Agreement.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>Following the 2010 Feasibility and Requirements Study, Regional Planning issued a Request for Proposal (RFP) to meet their needs for land entitlement management and permitting software. The RFP functional requirements also addressed the needs of Public Works. Tyler's proposal was determined to best meet the requirements at the lowest cost. On June 24, 2014 the Board approved a two year Agreement with Tyler for a sum not to exceed \$2,335,308. Public Works personnel conducted extensive discussions with Tyler to confirm the ability of the EPIC-LA system to meet the department's requirements for land development and building permitting. Use of the same system as Regional Planning provides significant efficiencies in information sharing among the two departments, resulting in timely and cost-effective service to the public.</p>
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>Tyler is consistent with the County's IT strategic directions, as well as the functional requirements of Public Works. It supports operational improvements of core land development and building permitting business processes, and provides a wide range of technology enhancements, including public access, mobile use by field personnel, and electronic document management and workflow. EPIC-LA will be a single integrated system used by both Regional Planning and Public Works.</p>

Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Software.....</td><td>\$ 1,944,991</td></tr> <tr> <td>Services</td><td>\$ 4,980,952</td></tr> <tr> <td>Sub-Total</td><td>\$ 6,925,943</td></tr> </table> <p>Ongoing costs (4 years):</p> <table> <tr> <td>Software.....</td><td>\$ 1,706,858</td></tr> <tr> <td>Subscription Services for Mobile Applications</td><td>\$ 300,000</td></tr> <tr> <td>Sub-total</td><td>\$ 2,006,858</td></tr> </table> <p>Total Contract Costs: \$ 8,932,801</p> <p>Other County costs:</p> <p>Ongoing annual costs:</p> <table> <tr> <td>Services (Hosting ISD)</td><td>\$ 300,000</td></tr> <tr> <td>Sub-total ongoing County costs:</td><td>\$ 300,000</td></tr> </table> <p>One-time contract services costs include estimated travel expenses of \$443,700 and pool dollars of \$781,972. Ongoing Contract Software costs include \$1,675,751 for 4 years of software maintenance for Public Works (3 percent increase in Year 2, 4 percent increase in each of Years 3 and 4), and \$331,107 net increase for 2 additional years of software maintenance for Regional Planning (4 percent increase in each of the additional years).</p> <p>Ongoing Contract Services costs include \$200,000 for 4 years of application subscription services for Public Works and \$100,000 for 2 additional years of application subscription services for Regional Planning.</p> <p>Other County Costs include an estimated \$300,000 increase for annual application hosting by ISD.</p>	Software.....	\$ 1,944,991	Services	\$ 4,980,952	Sub-Total	\$ 6,925,943	Software.....	\$ 1,706,858	Subscription Services for Mobile Applications	\$ 300,000	Sub-total	\$ 2,006,858	Services (Hosting ISD)	\$ 300,000	Sub-total ongoing County costs:	\$ 300,000
Software.....	\$ 1,944,991																
Services	\$ 4,980,952																
Sub-Total	\$ 6,925,943																
Software.....	\$ 1,706,858																
Subscription Services for Mobile Applications	\$ 300,000																
Sub-total	\$ 2,006,858																
Services (Hosting ISD)	\$ 300,000																
Sub-total ongoing County costs:	\$ 300,000																
	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. The vendor and Public Works project team will utilize project management best practices to mitigate risks to achieve the planned schedule, scope, cost and quality. 2. The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues. 																

CIO Approval	PREPARED BY:  _____ John Arnstein, Sr. Associate CIO	<u>5-5-2015</u> Date
	APPROVED:  _____ Richard Sanchez, County Chief Information Officer	<u>5/5/15</u> Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

**AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND TYLER
TECHNOLOGIES, INC. FOR THE ELECTRONIC PERMITTING AND INSPECTION
SYSTEM FOR THE COUNTY OF LOS ANGELES**

CONTRACT NO. 78227

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this 4th day of August, 2015,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

TYLER TECHNOLOGIES, INC.
(hereafter "Contractor")

WHEREAS, reference is made to Contract No. 78227 entitled, "Agreement by and between County of Los Angeles and Tyler Technologies, Inc. for the Electronic Permitting and Inspection System for the County of Los Angeles" (hereinafter known as the "Agreement"), dated June 24, 2014; and

WHEREAS, the Agreement was amended on November 24, 2014 to clarify and update provisions allowing for the scope of the Agreement to be extended to other County Departments; and

WHEREAS, pursuant to the County's Request for Proposals for the PALMS Implementation Project titled RFP-DRP-1013, the County's Department of Public Works ("DPW") seeks to expand the County's license of the Application Software to new Users, as defined in this Amendment No. 2, and to purchase Services for the benefit of the DPW, all on the terms set forth in the Agreement and customized as necessary herein to the DPW; and

WHEREAS, it is also the intent of the parties hereto to amend the Agreement to extend its Contract Term, and to add and amend other definitions and provisions to the Agreement, and

WHEREAS, the Agreement provides a process for Amendments.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment No. 2 shall become effective upon date of execution by all parties ("Amendment No. 2 Effective Date").
2. All defined terms set forth herein shall have the meaning set forth in the Agreement, unless specifically defined otherwise.

78227
Supplement No. 1

3. For the purposes of this Amendment No. 2, all rights extended to the Department of Regional Planning ("DRP") in the Agreement shall also be extended to the DPW, as set forth herein. Unless expressly stated otherwise, all provisions of this Amendment No. 2 shall apply only to the DPW.
4. The term "Business Day" (Agreement, Paragraph 2 (Definitions), subparagraph 2.13) shall mean Monday through Thursday, excluding County or Contractor observed holidays, unless stated otherwise herein.
5. The term "Implementation Services" (Agreement, Paragraph 2 (Definitions), subparagraph 2.29) shall mean those Services to be provided to DPW by Contractor as part of the Application Software implementation for the Users added via this Amendment No. 2, as further outlined in Exhibit A-1 (Statement of Work - DPW-BSLD), and detailed in Attachment A-1.1 (Project Plan - DPW-BSLD) and Exhibit C-2 (Pricing and Payment Schedule - DPW-BSLD).
6. The term "Project Schedule" (Agreement, Paragraph 2 (Definitions), subparagraph 2.40) shall mean the estimated timeline for the delivery of Implementation Services to the DPW, set forth in Exhibit D-1 (Project Schedule – DPW-BSLD).
7. "Reviewing Agencies" (Agreement, Paragraph 2 (Definitions), subparagraph 2.42) shall mean those County agencies who, in the normal course of business, have the need to access and/or review the permitting and inspection records that are generated by, or originate from, the DRP, the DPW, or the Contract Cities using the Application Software.
8. "Contract City(ies)" shall mean any city in the County that contracts with the DPW to provide land development and/or building permitting services on behalf of the Contract City.
9. Subparagraph 4.6 (Access to County Facilities) shall mean:

Contractor, its employees and agents may be granted access to DPW facilities, with prior notification to County's Project Manager, for the purpose of performing Work. Access shall be restricted to County's normal business hours (6AM-6PM PST Monday through Thursday). Access outside those hours must be approved in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy or other property rights in County facilities. Contractor shall provide each member of Contractor staff performing Work at a County facility with a photo identification badge bearing the Contractor logo and the Contractor staff name. Contractor staff shall maintain these badges on their person at all times when

performing Work at a County facility, and shall be accompanied by County personnel at all times, unless otherwise approved by County's Project Manager.

10. The following provision shall be added as subparagraph 11.9 of the Agreement (Version Control), and shall apply to both DRP and DPW:

The Contractor shall maintain and use such system or methodology to ensure that it can identify the version of the Application Software.

11. "Users" (Agreement, Paragraph 2 (Definitions), subparagraph 2.54) shall mean the County's authorized users at the DPW and Reviewing Agencies who are authorized to access or use the Application Software pursuant to the Agreement and this Amendment No. 2.

12. Subparagraph 7.1 of the Agreement (Initial Term), shall be replaced by the following provision, applicable to both DRP and DPW:

The term of this Agreement shall commence upon the Effective Date and shall expire four (4) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

13. Subparagraph 8.1 of the Agreement (Contract Sum) shall be replaced by the following, applicable to both DRP and DPW:

The Contract Sum under this Agreement shall be the total fees payable by County to Contractor for supplying all the Application Software, Services and any Third Party Products. The Contract Sum authorized by County hereunder shall not exceed eleven million two hundred sixty-eight thousand one hundred and nine dollars (\$11,268,109) as further detailed in Exhibits C-1 and C-2 (Pricing and Payment Schedules – DRP and DPW-BSLD), unless the Contract Sum is modified pursuant to a duly approved Amendment pursuant to Paragraph 5.3.

14. Subparagraph 14.4 of the Agreement (Limitation of Liability) shall be replaced by the following provision:

WITH THE EXCEPTION OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO SECTIONS 14.1 (INDEMNIFICATION-GENERAL) AND 14.2 (INDEMNIFICATION-INTELLECTUAL PROPERTY), WHICH OBLIGATIONS OF CONTRACTOR SHALL NOT BE SUBJECT TO ANY LIMITATION OF LIABILITY WHATSOEVER, CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF

CONTRACT LAW OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) COUNTY'S ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY COUNTY UNDER THIS AGREEMENT. THE PRICES SET FORTH AND LIABILITIES ASSUMED IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. CONSISTENT WITH PARAGRAPH 15.1, THE REQUIRED INSURANCE DEFINED THEREIN SHALL NOT OPERATE AS A SEPARATE LIMITATION ON CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT.

15. Exhibit A-1 (Statement of Work – DPW-BSLD); Attachment A-1.1 (Project Plan – DPW-BSLD); Exhibit C-2 (Pricing and Payment Schedule – DPW-BSLD); and Exhibit D-1 (Project Schedule – DPW-BSLD) are each added to the Agreement and incorporated by reference as if fully set forth therein, as set forth in this Amendment No. 2.
16. An Exhibit E-1 (Administration of Agreement – DPW-BSLD) shall be prepared during kick-off of the DPW Implementation Services, as set forth in Paragraph 4.1 of the Agreement.
17. Contractor's obligations pursuant to this Amendment No. 2 are contingent upon County's payment to Contractor of the fees set forth in Exhibit C-2 (Pricing and Payment Schedule) and invoiced by Contractor.
18. As of the Amendment No. 2 Effective Date, the parties agree that the total number of DPW Users shall not regularly or meaningfully exceed the named user counts set forth in Exhibit C-2.
19. For the avoidance of doubt, pursuant to this Amendment No. 2, Contractor agrees that the License provided in Paragraph 11 (License) of the Agreement extends to the Users defined in this Amendment No. 2, at the rates set forth in Exhibit C-2. In addition, Contractor will provide Maintenance and Support Services to the DPW and the Users defined herein on the terms set forth in Exhibit B (Maintenance and Support) to the Agreement and at the prices set forth in Exhibit C-2 to this Amendment No. 2.
20. So long as the County pays then-current Maintenance and Support Fees for DRP and DPW, as applicable, for each of the two (2) years following the Amendment No. 2 Effective Date Contractor will provide the County with five (5) complimentary passes to Contractor's annual user conference. Travel fees and related expenses are the responsibility of the County.

21. Contractor warrants that the pricing extended to County pursuant to this Amendment No. 2 is the most competitive Contractor pricing for entities of similar size and circumstance to the DPW purchasing the License rights and Services set forth in this Amendment No. 2.

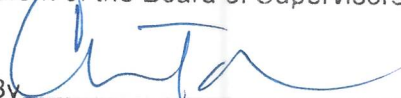
22. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment No. 2.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director for the Department of Regional Planning and Department of Public Works, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

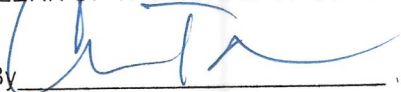
SIGNATURES FOLLOW

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors


By 
Deputy



ATTEST: PATRICK OGAWA
ACTING EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By , Deputy

COUNTY OF LOS ANGELES

By 
Michael D. Antonovich
Mayor of the Board of Supervisors

COUNTY OF LOS ANGELES

By 
Director of Planning

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42

AUG 04 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By

Dennis Hunter

for INSERT

Director of Public Works

TYLER TECHNOLOGIES, INC.

Contractor



S. Brett Cate

Signature

By

S. Brett Cate

Printed Name

Title

President - 662

APPROVED AS TO FORM:

Mary Wickham
Interim County Counsel

By

Edward Yen

Edward Yen
Deputy County Counsel



Exhibit A-1

Statement of Work DPW-BSLD

The following principles and documented processes are substituted for Paragraph 1.1 of the DRP Statement of Work, provided at Exhibit A to the Agreement. This substituted Paragraph 1.1 shall apply only to the DPW.

1.1 – Purpose and Goals

The DPW's stated purpose is to identify, analyze and implement improvements to the Development Services' core service area business processes and supporting technologies that will increase the effectiveness and efficiency of the County's entitlement, building permit, code enforcement and property rehabilitation functions to achieve the same goals set in Paragraph 1.1 of the DRP Statement of Work.

A listing of the required permit/plan types and interfaces to be created within the scope of Amendment No. 2 are listed below. Each type will have associated with it work flow(s) that direct(s) the application processing through the submittal, approval, issuance, and completion phases of a project.

Permit/Plan Types

Category	Permit/Plan Type	Permit/Plan Sub-Type	Permit/Plan Description
Entitlement	N/A	N/A	Advance Planning Project (DRP initiates)
Entitlement	N/A	N/A	Amended Exhibit Map (DRP initiates)
Entitlement	N/A	N/A	Amended Map (DRP initiates)
Entitlement	N/A	N/A	Annexations (DRP initiates)
Entitlement	N/A	N/A	Certificate of Compliance (DRP initiates)
Entitlement	N/A	N/A	Certificate of Exception (DRP initiates)
Entitlement	N/A	N/A	Coastal Development Permit (DRP initiates)
Entitlement	N/A	N/A	Conditional Use Permit (DRP initiates)
Entitlement	N/A	N/A	CSD Modification (DRP initiates)
Entitlement	N/A	N/A	Environmental Assessment (DRP initiates)
Entitlement	N/A	N/A	Final Parcel Map (DRP initiates)
Entitlement	N/A	N/A	Final Tract Map (DRP initiates)
Entitlement	N/A	N/A	Infill Development (DRP initiates)
Entitlement	N/A	N/A	Minor Conditional Use Permit (DRP initiates)
Entitlement	N/A	N/A	Modification To A Recorded Map (DRP initiates)
Entitlement	N/A	N/A	Non-Conforming Use, Buildings And Structures (DRP initiates)
Entitlement	N/A	N/A	Oak Tree Permit (DRP initiates)
Entitlement	N/A	N/A	One Stop Review (CUP, R3, Red Team Meetings) (DRP initiates)
Entitlement	N/A	N/A	Parking Permit (DRP initiates)
Entitlement	N/A	N/A	Plan Amendment (DRP initiates)
Entitlement	N/A	N/A	Revised Exhibit "A" (DRP initiates)
Entitlement	N/A	N/A	Revised Parcel Map (DRP initiates)
Entitlement	N/A	N/A	Revised Tract Map (DRP initiates)
Entitlement	N/A	N/A	Site Plan Review (DRP initiates)
Entitlement	N/A	N/A	Special Use Permit (DRP initiates)
Entitlement	N/A	N/A	Surface Mining Permit (DRP initiates)

Entitlement	N/A	N/A	Temporary Use Permit (DRP initiates)
Entitlement	N/A	N/A	Tentative Parcel Map (DRP initiates)
Entitlement	N/A	N/A	Tentative Tract Map (DRP initiates)
Entitlement	N/A	N/A	Variance (DRP initiates)
Entitlement	N/A	N/A	Zone Change (DRP initiates)
Enforcement	N/A	N/A	Zoning enforcement cases
Engineering	Infrastructure	Storm Drain	Drainage Concept Review
Engineering	Infrastructure	Storm Drain	Hydrology Study Review
Engineering	Infrastructure	Storm Drain	Storm Drain Plan Review
Engineering	Infrastructure	Storm Drain	Transfer Processing Of Drains To County
Engineering	Infrastructure	Right of Way	Right-of-Way Dedications and Processing
Engineering	Infrastructure	Right of Way	Right-of-Way Waivers
Engineering	Infrastructure	Grading	Subdivision Grading Plan Review
Engineering	Infrastructure	Grading	Single Lot Grading Plan Review (tied to BSD permits)
Engineering	Infrastructure	Geotechnical	Geotechnical Plan Review
Engineering	Infrastructure	Geotechnical	Geotechnical Report Review
Engineering	Infrastructure	Geotechnical	Geotechnical Site Review
Engineering	Infrastructure	Landscape	Landscape Plan Review
Engineering	Infrastructure	Landscape Maintenance District	Setup District & Plan Review
Engineering	Infrastructure	Road	Street Plan Review
Engineering	Infrastructure	Road	Traffic Signal Plan Review
Engineering	Infrastructure	Road	Street Lighting Plan Review
Engineering	Infrastructure	Road	Traffic Studies (Traffic Impact Analysis) Review
Engineering	Infrastructure	Road	Signing & Striping Plan Review
Engineering	Infrastructure	Road	Highway alignment review (Interdepartmental Engr Committee - IEC)
Engineering	Infrastructure	Sewer	Sewer Plan Review
Engineering	Infrastructure	Sewer	Sewer Area Study Review
Engineering	Infrastructure	Sewer	Transfer Processing Of Sewer To County
Engineering	Infrastructure	Surface Mining	Surface Mining CUP Inspection, Enforcement, and Reporting
Engineering	Infrastructure	Surface Mining	Reclamation Plan Review
Engineering	Infrastructure	Solar	Decommission Plan Review
Engineering	Infrastructure	Water	Water Plan Review
Engineering	Infrastructure	Water	Water Supply Study Review
Engineering	Infrastructure	Water Quality	Water Quality Plan Review
Engineering	Infrastructure	Water Quality	Setup Drainage Benefit Assessment Area (DBAA)
Engineering	Infrastructure	General Infrastructure	Bond Agreement Processing
Engineering	Infrastructure	General Infrastructure	Bond Extension Processing
Engineering	Infrastructure	General Infrastructure	Bond Forfeiture Processing
Engineering	Infrastructure	General Infrastructure	Review Subdivision Conditions for Final Map Clearance
Engineering	Final Maps	Map Check	Map Analysis for Parcel Maps, Waiver, or Certificate of Compliance
Engineering	Final Maps	Map Check	Map Analysis for Tracts
Engineering	Final Maps	Map Check	Easement Checking, Tract or Parcel

Engineering	Final Maps	Map Check	Monument Inspection
Engineering	Final Maps	Map Check	Verification of Conditions on Final Subdivision Map, Tract or Parcel
Engineering	Final Maps	Recording	Tax Bond Processing, Tract or Parcel
Engineering	Final Maps	Recording	Tax Clearance Processing, Tract or Parcel
Engineering	Final Maps	Recording	Recording Fee
Engineering	Final Maps	Separate Document	Deed Preparation
Engineering	Final Maps	Certificate of Correction	Certificate of Correction Plan
			Checking Fee
Engineering	Final Maps	Deferred Monument Inspection	Security Deposit
Road Permits	PCCO (Construction)	PC-GENCONS	General Construction
Road Permits	PCCO (Construction)	PC-NEWSUB	New Subdivision (Tract) Street Inspection
Road Permits	PCCO (Construction)	PC-R3/R4/C	Three Units Or More
Road Permits	PCCO (Construction)	PC-MONVWELL	Monitoring Wells
Road Permits	PCCO (Construction)	PC-SFRCON	Single Family Residence
Road Permits	PCEX (Excavation)	PC-GENEXCA	General Excavation
Road Permits	PCEX (Excavation)	PC-JOINTTR	Trench for installation of dry utilities
Road Permits	PCEX (Excavation)	PC-SWREXCA	Excavation for sewer installation
Road Permits	PCEX (Excavation)	PC-SWRPUMP	Installation of sewer pump station
Road Permits	PCEX (Excavation)	PC-UTLEXCV	Utility Excavation
Road Permits	PCEX (Excavation)	PC-SWRHC	Installation of new and existing sewer house connection
Road Permits	PCXA (Excavation Annual)	PC-BLANKET	Utility company's annual approval to access SPATS
Road Permits	PCEN (Encroachment)	PC-BANNERS	Placement of banners in the road R/W
Road Permits	PCEN (Encroachment)	PC-BUSHLTR	Bus shelters
Road Permits	PCEN (Encroachment)	PC-CANOPY	Canopy
Road Permits	PCEN (Encroachment)	PC-BIKEWAY	Closure/encroachment (bike path)
Road Permits	PCEN (Encroachment)	PC-FILMING	Filming in road R/W
Road Permits	PCEN (Encroachment)	PC-GENENCR	General encroachment
Road Permits	PCEN (Encroachment)	PC-HOUSE#	House numbering/curb painting
Road Permits	PCEN (Encroachment)	PC-JOINTTR	Joint trench utilities
Road Permits	PCEN (Encroachment)	PC-ROLOFNA	Roll off container (non-annual)
Road Permits	PCEN (Encroachment)	PC-PENNANT	Pennants
Road Permits	PCEN (Encroachment)	PC-RDCLOSE	Road closure
Road Permits	PCEN (Encroachment)	PC-WIRELSS	Wireless/cell sites
Road Permits	PCEN (Encroachment)	PC-POLEREP	Utility pole replacement within road R/W
Road Permits	PCEN (Encroachment)	PC-AWNINGS	Awning installation and maintenance
Road Permits	PCEN (Encroachment)	PC-LNCLOSR	Lane closure in road R/W
Road Permits	PCEN (Encroachment)	PC-DRSHLTR	Door shelter installation and maintenance
Road Permits	PCEN (Encroachment)	PC-ADOPT2Y	2 year to remove litter and/or graffiti from road R/W
Road Permits	PCEN (Encroachment)	PC-ADOPT1D	1 day to remove litter and/or graffiti from road R/W
Road Permits	PCEN (Encroachment)	PC-STMOVE	Single trip moving permit
Road Permits	PCEA (Encroachment Annual)	PC-BUSBNCH	Bus bench annual encroachment

Road Permits	PCEA (Encroachment Annual)	PC-MONWELL	Monitoring wells annual encroachment
Road Permits	PCEA (Encroachment Annual)	PC-NEWSRK	News racks annual encroachment
Road Permits	PCEA (Encroachment Annual)	PC-ROLLOFF	Roll off containers annual encroachment
Road Permits	PCEA (Encroachment Annual)	PC-ANNMOVE	Annual moving permit
Road Permits	PCEA (Encroachment Annual)	PC-BIKERACK	Bike rack installation in public R/W
Road Permits	PCEA (Encroachment Annual)	PC-BIKECL	Bike corral in public R/W
Road Permits	PCEA (Encroachment Annual)	PC-PRKLET	Parklet in public R/W
Road Permits	PRFS (Request For Service)	PC-DPWPROJ	DPW internal project
Road Permits	PRFS (Request For Service)	PC-CALLIN	Encroachment called in by constituent
Road Permits	PRFS (Request For Service)	PC-CPWFIELD	Encroachment called in by field staff
Flood Permits	PCFL (Flood Construction)	PC-PLANCHK	Plan check for work affecting District
Flood Permits	PCFL (Flood Construction)	PC-PLNCK	Plan check for transfer drains
Flood Permits	PCFL (Flood Construction)	PC-NEWSUB	New subdivision flood permit for PD and MTD
Flood Permits	PCFL (Flood Construction)	PC-BRIDGE	Bridge construction across a flood facility
Flood Permits	PCFL (Flood Construction)	PC-CATBASI	Catch basin construction connecting to a flood facility
Flood Permits	PCFL (Flood Construction)	PC-CONNECT	Connection into flood control facility
Flood Permits	PCFL (Flood Construction)	PC-CROSSIN	Crossing over or under a flood control facility
Flood Permits	PCFL (Flood Construction)	PC-MISCSE	Miscellaneous services for flood control (copies, research. Etc...)
Flood Permits	PCFL (Flood Construction)	PC-MODIFIC	Modification of flood control facility
Flood Permits	PCFL (Flood Construction)	PC-OVERBUI	Overbuild within flood control facility
Flood Permits	PCFL (Flood Construction)	PC-MTDTNFR	Miscellaneous transfer drain
Flood Permits	PCFL (Flood Construction)	PC-DISCHAR	Temporary discharge into FCD R/W
Flood Permits	PCFL (Flood Construction)	PC-DISCHRD	Temporary discharge into FCD R/W via Road R/W
Flood Permits	PCFL (Flood Construction)	PC-ENCROCH	Construction or placement of private facilities within FCD R/W
Flood Permits	PCFL (Flood Construction)	PC-FLOOD	Beautification and/or landscaping within FCD R/W
Flood Permits	PCFL (Flood Construction)	PC-MISWRK	Non-flood control related work within FCD R/W
Flood Permits	PCFA (Flood Access)	PC-FILMACC	Access to flood facility for filming
Flood Permits	PCFA (Flood Access)	PC-ACCSST	Access to flood facility for temporary use only
Flood Permits	PCFA (Flood Access)	PC-ACCSLT	Access to flood facility for long term use
Flood Permits	PCFA (Flood Access)	PC-BIKEWAY	Closure/encroachment (bike path/flood control access road)
Flood Permits	PCFX (Flood Annual)	PC-DISCARX	Annual blanket discharge permit
Sewer Permits	PSWR(Sewer Construction)	PC-SEWER	Sewer Construction Inspection

Exams	Certification	N/A	Journeyman Plumber
Exams	Certification	N/A	Special Inspector
Exams	Certification	N/A	Maintenance Electrician
Exams	Certification	N/A	Journeyman Gas Fitter
Exams	Certification	N/A	Plumbing Contractor
Building Permits	Residential Building	N/A	New construction
Building Permits	Residential Building	N/A	Alteration/Repair
Building Permits	Residential Building	N/A	Addition/Remodel
Building Permits	Residential Building	N/A	Photovoltaic Roof
Building Permits	Residential Building	N/A	Photovoltaic Ground
Building Permits	Residential Building	N/A	Other
Building Permits	Residential Building	N/A	Pool
Building Permits	Residential Building	N/A	Demolition
Building Permits	Residential Building	N/A	Retaining Wall
Building Permits	General	N/A	Grading
Building Permits	General	N/A	Drainage
Building Permits	General	N/A	Landscaping
Building Permits	Commercial Building	N/A	New construction
Building Permits	Commercial Building	N/A	Alteration/Repair
Building Permits	Commercial Building	N/A	Addition/Remodel
Building Permits	Commercial Building	N/A	Tenant Improvement
Building Permits	Commercial Building	N/A	Fire Sprinkler
Building Permits	Commercial Building	N/A	Sign
Building Permits	Commercial Building	N/A	Hotel/Motel
Building Permits	Commercial Building	N/A	Demolition
Building Permits	Commercial Building	N/A	Pool
Building Permits	Commercial Building	N/A	Retaining Wall
Building Permits	Commercial Building	N/A	Photovoltaic Ground
Building Permits	Commercial Building	N/A	Photovoltaic Roof
Building Permits	Combination Building	N/A	Residential
Building Permits	Combination Pool	N/A	Residential
Building Permits	Combination Pool	N/A	Commercial
Building Permits	Sewer	N/A	Sewer
Building Permits	Plumbing Residential	N/A	General
Building Permits	Plumbing Residential	N/A	Simple
Building Permits	Plumbing Commercial	N/A	General
Building Permits	Plumbing Commercial	N/A	Simple
Building Permits	Electrical Residential	N/A	General
Building Permits	Electrical Residential	N/A	Simple
Building Permits	Electrical Commercial	N/A	General
Building Permits	Electrical Commercial	N/A	Simple
Building Permits	Electrical Residential	N/A	Ground PV
Building Permits	Electrical Commercial	N/A	Ground PV
Building Permits	Mechanical Residential	N/A	General
Building Permits	Mechanical Residential	N/A	Simple
Building Permits	Mechanical Commercial	N/A	General
Building Permits	Mechanical Commercial	N/A	Simple
Building Permits	Miscellaneous	N/A	Miscellaneous

Building Permits	Residential Building	Property Enforcement	Rehab Level 1
Building Permits	Residential Building	Property Enforcement	Rehab Level 2
Building Permits	Residential Building	Property Enforcement	Rehab NAT
Building Permits	Residential Building	Code Enforcement	Code Enforcement NAT
Building Permits	Residential Building	Code Enforcement	Code Enforcement No-NAT
Building Permits	Commercial Building	Property Enforcement	Rehab Level 1
Building Permits	Commercial Building	Property Enforcement	Rehab Level 2
Building Permits	Commercial Building	Property Enforcement	Rehab NAT
Building Permits	Commercial Building	Code Enforcement	Code Enforcement NAT
Building Permits	Commercial Building	Code Enforcement	Code Enforcement No-NAT
Building Inspection	Commercial Building	Inspection Tag	Red/Yellow/Resolved
Building Inspection	Residential Building	Inspection Tag	Red/Yellow/Resolved

Notes for fees related to Building Permits listed above:

There are 16 different sets of fee tables, all nearly identical except for the following variables:

- City Multipliers
- City settings regarding the application of CPI each year to a given fee
- Individual fees unique to a City
- A setting that allows the city multiplier to be turned off on a given fee
- There are 23 different computational formulas from which to select for use on a given fee

Interfaces

County requires the following interfaces to be developed and implemented for Users, all as within the scope of Amendment No. 2. The following list identifies the interfaces and their basic functional descriptions.

- 1) Interface between the Application Software and FIS (County's contract online payment company).
(As of the Amendment No. 2 Effective Date, DRP has submitted a change order to Contractor for this interface, which will be made available to DPW under Amendment No. 2.)
 - Pass bill information to FIS
 - Receive bill payment information from FIS
- 2) Interface between the Application Software and eCAPS (County's financial system)
 - The Application Software will capture hours worked by individual employees by day for each employee project. This information with sufficient detail will be passed to the eCAPS Time Keeping System and pre-populate the individual's semi-monthly timesheet.
 - The Application Software will communicate (pass bi-directional data) with eCAPS so that the draw down balance in Deposit Accounts can be kept up to date in the Application Software using the latest eCAPS balance information and timekeeping information.
 - The Application Software will communicate (pass bi-directional data) with eCAPS so that the balance in the various Bridge and Thoroughfare (B&T) accounts can be kept up to date in the Application Software.
- 3) Interface between the Application Software and MARS (County's Mileage Reimbursement System)
 - The Application Software will capture mileage driven by individual employees by day for each employee project. This information with sufficient detail will be passed to MARS and pre-populate the individual's monthly mileage claim. Inspectors will primarily use this to track mileage as they go from one job site to the next.
- 4) Interface between the Application Software and FILM-LA
 - The film industry uses the FILM-LA consortium and their system to apply for film permits. FILM-LA then sends the information to the respective agencies for review and conditions. FILM-LA will pass their permit information over to the Application Software and create a corresponding permit. It will then circulate the permit to various User divisions for review and comment. The comments will be sent back to FILM-LA.



Attachment A-1.1 Project Plan – DPW-BSLD

For EnerGov Implementation

Prepared for:

**LA County Department of Public Works:
Building & Safety / Land Development**

DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/01/14	C. Newberry	1	
12/26/14	C. Newberry	2	
12/28/14	C. Newberry	3	
2/23/15	C. Newberry	4	

Table of Contents

PROJECT SCOPE:	19
TASKS	20
<i>Stage 0 - Software Delivery</i>	20
<i>Stage 1 - Initiation and Planning</i>	20
<i>Stage 2 - Assess & Define</i>	21
<i>Stage 3a - System Configuration</i>	22
<i>Stage 3b - Configuration / Internal Test</i>	23
<i>Stage 3c - Build Specifications</i>	23
<i>Stage 3d - Build</i>	24
<i>Stage 4a - System Acceptance Planning</i>	25
<i>Stage 4b - Verification and System Acceptance</i>	26
<i>Stage 5 - User Training / Configuration</i>	27
<i>Stage 6 - Production & Production Support</i>	27
*DATA CONVERSION (SEE TASKS ASSOCIATED WITH DATA TRANSFER, ABOVE)	28
<input type="checkbox"/> Data Format	29
<input type="checkbox"/> Data scrubbing/cleansing	29
<input type="checkbox"/> Required Fields	29
<input type="checkbox"/> Custom Fields	29
<input type="checkbox"/> Parsing data	29
<input type="checkbox"/> Business-Specific Rules	30
<input type="checkbox"/> Calendars & Scheduling	30
INVOICING AND CUSTOMER SIGNOFFS	30
KEY PROJECT ASSUMPTIONS	30
OUT OF SCOPE	31
RISK / MITIGATION STRATEGY	32
<i>Unavailability/Incompatibility of Staff</i>	32
<i>Agency Staff Availability</i>	32
<i>Scope Changes (aka - Scope "Creep")</i>	32
<i>Activity Focus</i>	32
<i>Incomplete Legacy, Interface Documentation</i>	33
<i>Achievable Goals</i>	33
<i>Technology Age</i>	33
CRITICAL SUCCESS FACTORS	33
FUTURE AMENDMENTS TO SCOPE	34
PROJECT MANAGEMENT	34
STAFFING	35
PROJECT SCHEDULE	35
DEVELOPMENT TOOLS	35
DOCUMENTATION	36
TYLER-PROVIDED DOCUMENTATION	36
CUSTOMER-PROVIDED DOCUMENTATION	36
SOW ATTACHMENTS	36
<i>SOW Attachment A – (Sample) Work Acceptance Form</i>	<i>Error! Bookmark not defined.</i>

<i>SOW Attachment B – (Sample) Change Order Form</i>	<i>Error! Bookmark not defined.</i>
<i>SOW Attachment C - Hardware / Software Requirements</i>	<i>Error! Bookmark not defined.</i>
<i>SOW Attachment D – Customer Roles-Skills</i>	<i>Error! Bookmark not defined.</i>
<i>SOW Attachment E – Custom Programming Requests</i>	<i>Error! Bookmark not defined.</i>
<i>SOW Attachment F – Custom Report Programming Requests</i>	<i>Error! Bookmark not defined.</i>
<i>SOW Attachment G – Data Conversion Template Database (DCT-DB) Data Model</i>	<i>Error! Bookmark not defined.</i>
<i>SOW Attachment H – Data Conversion Template Database (DCT-DB) Guidelines.. ..</i>	<i>Error! Bookmark not defined.</i>

PROJECT SCOPE:

Based upon the software purchased and previous scoping meetings with Tyler representatives, the following professional services have been allocated for implementation of this project. This project will be an extension of the current Tyler-EnerGov project for the County of Los Angeles ("County") Department of Regional Planning ("DRP") and will include the County's Department of Public Works (hereinafter also known as "DPW" or "Customer"), but limited to the processes identified within the DPW's Development Services core service areas.

Tyler Resources Purchased:

- Implementation Director = 384 resource hours
- Project Management Services (80% dedicated) = 3,056 resource hours**
- Implementation Services (100% dedicated) = 15,440 resource hours **
- Implementation Services = 1,344 resource hours
- System Administration / Fundamentals Training = 240 resource hours
- End User Training & Production Support = 320 resource hours
- Data Conversion Services & Development Services = 896 resource hours
- Custom Report Writing = 120 resource hours
- Travel = 261 on-site trips

**This project will include 4 dedicated resources for 24 months with a dedicated project manager to oversee the DPW's Building & Safety and Land Development implementations. Additional resources have been included based on documented requirements.

Scope Items / Limitations:

- All documented processes and interfaces identified in the Statement of Work - DPW-BLSD as Exhibit A-1 are considered within scope for this project. This will include the joint implementation team, County and Tyler, working collaboratively through the Tyler provided implementation methodology within the SOW and this Project Plan. All resources or processes not identified within Exhibit A-1, this Attachment A-1.1, and/or Exhibit C-2 will be analyzed by the joint implementation teams to determine the risk associated to the 24 month project estimated as of the Amendment No. 2 Effective Date. If a process is deemed to inject significant risk, it will be considered an out of scope item that requires a change order with County approval.
- The interfaces identified in the Statement of Work - DPW-BLSD at Exhibit A-1 will be developed by Tyler for integration within the Application Software as part of the DPW

implementation outlined in this Project Plan. As a prerequisite for those development services, the County must provide the APIs to the third-party software systems that will allow the Application Software to consume and/or deliver the requested information. Tyler does not perform any development work on the third-party system(s) to which the Application Software is integrating; Tyler’s responsibility is limited to the Application Software and the integration itself.

- Intelligent Object Configurations – this project is limited to 40 IO configurations
- Intelligent Automation Agent Configurations – this project is limited to 40 IAA configurations
- Geo-Rule Configurations - this project is limited to 40 Geo-Rule configurations
- Custom Reports – this project is limited to 10 custom reports

TASKS

The following 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

Objectives:

- Tyler purchased software is made available the Customer (software delivered)

Stage 1 - Initiation and Planning

1,104 Tyler Resource Hours

Objectives:

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

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
Establish project parameters with DRP project team	Own	Participate
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
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 Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, UAT and other 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	Lead	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Team "Fundamentals" 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

4,160 Tyler Resource Hours

Objectives:

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

Tasks:

Assess & Define		
Tasks	Tyler	Agency
Provide “as-is” process definitions for all processes included in Exhibit A-1 .	None	Own
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

7,024 Tyler Resource Hours

Objectives:

- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage for all processes included in **Exhibit A-1**.

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 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

1,104 Tyler Resource Hours

Objectives:

- Conduct Initial operational test
- Confirm proper configuration

Tasks:

Internal Test		
Tasks	Tyler	Agency
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Participate	Own
Record testing results in SharePoint	None	Own
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 3c - Build Specifications

844 Tyler Resource Hours

Objectives:

- Define custom report requirements for up to 10 reports
- Define and map data conversion requirements (see section titled *Data Conversion*)
- Define integration specifications
- Define and map, based on provided API's, interface requirements

Data Conversion within scope		
System Name	Details	Comments
eDapts for Code Enforcement legacy data	Oracle DB	Permit data will not be imported
Drainage & Grading	SQL DB	
Plan Check Tracking	SQL DB	
Special Inspections	SQL DB	
New Tracking System – Subdivisions	SQL DB	

eDapts – In-Process Applications for Land Development	Oracle DB	
SPATS	Oracle DB	

System Integrations within scope	
System Name	Comments
County Assessor Info	Access via GIS
California State Contractor Licensing Board	Tyler-EnerGov's established XML web service
e-Caps	Bi-directional financial integration
MARS	Mileage capture and transfer

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 identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications for up to 10 reports	Participate	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications	Own	Participate
Deliver and review integration specifications to Agency	Own	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 3d - Build

1,516 Tyler Resource Hours

Objectives:

- Develop Custom Reports per defined requirements (limited to 10 reports)
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database identified in **Stage 3c**
- Development of scoped and defined integrations identified in **Stage 3c**

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)	Participate	Own
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 4a - System Acceptance Planning***864 Tyler Resource Hours***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)
- 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	Own	Participate

Power Users		
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: As this is Phase I, 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 Testing Stage

Stage 4b - Verification and System Acceptance

2,336 Tyler Resource Hours

Objectives:

- Test and signoff on each delivered business process, suite or component based on criteria
- System ready for production and promoted to a production and/or training 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 identified System Acceptance Testing issued identified	Own	Participate
Retest until Acceptance criteria are met or full hours consumed	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 5 - User Training / Configuration

1,024 Tyler Resource Hours

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer to DPW Trainers (Train the Trainer Approach)

Tasks:

User Training		
Tasks	Tyler	Agency
Configuration enhancements / modifications	Participate	Own
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: As this is Phase I, 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 training (Train the Trainer)	Own	Participate
Conduct End User Training	None	Own
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

Milestone/Deliverable: Signoff of User Training Stage

Stage 6 - Production & Production Support

1,824 Tyler Resource Hours

Objectives:

- Conduct final data import cutover
- Conduct final integration deployment

- 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 personal 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

Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acceptance Form (see SOW Attachment A) is completed and signed by the Customer signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

*DATA CONVERSION (see tasks associated with data transfer, above)

One of the more difficult aspects of software transition revolves around data conversion. Optionally, data can be entered into a new system manually but the time, expense and accuracy of this method falls short of most project requirements.

Automating the process through the use of custom written code is faster, less expensive and more accurate but creates friction points between vendor and customer.

The following criteria are applied to Data Conversion

☐ Data Format

The Customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

☐ Data scrubbing/cleansing

Any data scrubbing should be completed prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the Tyler-EnerGov proposal.

☐ Required Fields

There are certain fields in the EnerGov software that are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint.

☐ Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the Customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

☐ Parsing data

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone,

etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

❑ Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the Data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

❑ Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

INVOICING AND CUSTOMER SIGNOFFS

Please reference Paragraph 5 of the Agreement and Exhibit C-2 for provisions relating to scope adjustments and invoicing and payment terms.

KEY PROJECT ASSUMPTIONS

- Customer and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Customer will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services, as set forth in the amendment Subparagraph 4.6 (Amendment No. 2).
- Customer will provide workspace for Tyler Services for work completed on Customer premises. This shall be cubicle or conference room type accommodations.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Customer is responsible for installing newer releases. Release notes are provided for all new versions.
- Customer will maintain primary responsibility for the scheduling of Customer employees and facilities in support of project activities.
- Customer shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.

- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they become available.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Customer has installed the proper hardware, software, and networking devices).
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.

OUT OF SCOPE

- Any custom software enhancements, such as undocumented enhancements to source code
- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any documented process, interfaces, or resources not identified as in scope in this Project Plan.
- Post System Acceptance Configuration. System Acceptance requirements are met at the completion of Verification and System Acceptance (Stage 4b). Any changes requested of the Tyler implementation team to alter the configuration, post System Acceptance, must be documented through a Change Order and may incur additional costs. Customer has access to all built-in configuration tools is free to reconfigure or create new configuration as required or desired.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such family matters or their departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, Tyler manager will consult with customer on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Customer if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Agency Staff Availability

Risk: Delays in the project timeline will occur if appropriate Customer staff is unavailable to meet with or respond to Tyler for timely decisions and or directions. Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Unavailability may occur due to unforeseen circumstances such family matters or their departure from Agency employment.

Mitigation: In the event a Agency project member is determined to be unavailable, Agency's manager will consult with Tyler on alternatives such as a temporary replacement or substitute of the person. Customer should insure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Customer responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes (aka - Scope "Creep")

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must insure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to insure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Sometimes associated with efforts that lead to Scope Changes, Activity Focus is a risk that minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance or that go longer than they need or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by insuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectation of this project are set too high or are not explicit or clear to Customer Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must insure, through the Contract and Task Orders that the goals of the project are explicit, well defined and attainable and that both parties have “signed off” on the requirements

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Customer is hosting any of those products. If the Customer will be hosting its own then the technology utilized should be robust enough for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and needs of the system grow.

Mitigation: Tyler will assist Customer in determining optimal technology and plans to guard against premature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Customer and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Customer. It is critical that Customer personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler fully understands that Customer staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate insufficient participation of Customer and Tyler resources as well as the corresponding impact(s), through Project Status Reports.
- **Acceptance Process** – Acceptance must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on

which to judge future stages. For example, System Acceptance (Stage 5) will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Customer with a Work Acceptance Form (see SOW Attachment A) to formalize receipt. The Work Acceptance Form is subsequently signed by the appropriate Customer stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acceptance Form (see SOW Attachment A) is required upon completion and customer-acceptance of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process. A change to any of the resources dedicated to any of the stage processes requires a change order in order to reallocate to any subsequent stages.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Customer agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs. The implementation services scope for the Tyler products and departmental configuration services are formalized the approved project definition documentation ("PDD") defined during the Assess and Define stages of the project. Functional software requirements are defined by the functional requirements matrix (if provided in the RFP and responded in the affirmative by Tyler and included in the contract or this SOW) and by the customer's due diligence assessment and are not included within the system configuration / project scope.

Change Orders for additional items outside the scope of the defined project requirements must be submitted in advanced and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Please reference Paragraph 5 of the Agreement regarding adjustments to project scope.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan management using Microsoft Project
- Project document management using Microsoft SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Customer Project Manager/Stakeholders.

STAFFING

Please see Paragraph 4 of the Agreement, as amended by Amendment No. 2, regarding personnel commitments.

PROJECT SCHEDULE

Please see Exhibit D-2. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with DPW to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the EnerGov Software. The EnerGov source code is not accessible (unless through the requirements of an Escrow Agreement).

With the exception of the development of new reports, the configuration tools are built-into the software and the customer has full access. The Tyler implementation staff will use these same configuration tools to setup the EnerGov system. Administrator training includes the use of the configuration tools.

Crystal Reports. EnerGov reports are developed in Crystal Reports. All changes to reports included within the software or the development of new reports require a licensed copy of Crystal Reports. Tyler recommends this function be reserved for System Administrators or designated staff who have the skills and the necessary access to the EnerGov software.

The EnerGov system includes a built-in Crystal Report reader so they, if authorized to view reports, do not require a Crystal Report license.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-provided documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project

Documentation originated by the Customer includes:

- Application Programming Interface documents (API's) for any third-party software system to which the EnerGov software will interface and exchange data
- Import data documentation and in a format suitable for import into the EnerGov System (please see section titled Data Conversion)
- Workflow documentation on the Customer's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the EnerGov Software

SOW ATTACHMENTS

Please see Schedules 1-6 to Exhibit A, Attachment A.1, of the Agreement for the "SOW Attachments" referenced in this Project Plan.



Exhibit C-2

Pricing and Payment Schedule - DPW-BLSD

Customized for

Department of Public Works

Building & Safety

And

Land Development

PRICING AND PAYMENT SCHEDULE

All defined terms have the meaning set forth in the Base Agreement, except as otherwise defined herein or in Amendment 2.

1.0 CONTRACT SUM

The Contract Sum shall be County's maximum payment obligation to Contractor for the Users added via Amendment No. 2, in one-time fees or annual fees payable by Contract Year (CY), for (i) the License fee, (ii) Implementation Services fees, (iii) Training Certifications, (iv) Maintenance and Support Services Fees, (v) annual subscription fees, and (v) Pool Dollars, if any, each of which is set forth below and payable on the schedule set forth in Section 2 (Payment Schedule).

The prices set forth below do not include taxes for which the County is responsible.

Fee Component	One-Time Fee	CY3 6/24/16- 6/23/17	CY3 6/24/16- 6/23/17	CY4 6/24/17- 6/23/18	CY5 6/24/18- 6/23/19	CY6 6/24/19- 6/23/20	Total
A. License	\$1,944,991						\$1,944,991
B. Implementation Services	\$3,755,280						\$3,755,280
C. Training Certifications	N/A						N/A
D. Maintenance and Support Services		\$0 (waived)	\$350,098	\$360,601	\$375,025	\$390,026	\$1,475,751
E. Annual Subscription			\$50,000	\$50,000	\$50,000	\$50,000	\$200,000

F. Estimated Travel Expenses	\$443,700						\$443,700
G. Pool Dollars							\$781,972
Contract Sum							\$8,601,694

2.0 PAYMENT SCHEDULE

A. LICENSE FEES

License fees shall be invoiced as follows:

(1) \$972,495.50 (50% of total License fees) invoiced upon completion of the project kick-off meeting.

(2) \$972,495.50 (50% of total License fees) invoiced upon the earlier of software installation in production environment or 120 days from the Amendment 2 Effective Date.

B. IMPLEMENTATION SERVICES

Implementation Services shall be invoiced on a monthly basis for the hours delivered in the prior month, subject to a ten (10) percent retention. Retained amounts over the course of a Stage, as defined in the Project Plan (Attachment A-1.1), shall be released upon Stage sign-off, which sign-off shall not be unreasonably withheld.

C. TRAINING CERTIFICATIONS

Not applicable.

D. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support Services Fees will be invoiced annually in advance, beginning at Contract Year 3 (June 24, 2016-June 23, 2017) and thereafter in advance of the upcoming Contract Year, at the rates set forth in Section 1 of this Exhibit. Maintenance and Support Services Fees for any Extended Term shall be invoiced on the subsequent Contract Year anniversary(y)(ies) at Tyler's then-current rates, or at such other rates to which the parties may otherwise mutually agree.

E. ANNUAL SUBSCRIPTION FEES

Annual subscription fees will be invoiced annually in advance, beginning at Contract Year 3 (June 24, 2016-June 23, 2017) and thereafter in advance of the upcoming Contract Year, at the rates set forth in Section 1 of this Exhibit. Annual subscription fees for any Extended Term shall be invoiced on the subsequent Contract Year anniversary(y)(ies) at Tyler's then-current rates, or at such other rates to which the parties may otherwise mutually agree.

F. TRAVEL EXPENSES

Contractor has estimated travel expenses to be \$443,700. Contractor will invoice its actual travel expenses on a monthly basis, as incurred under Contractor's then-current Business Travel Policy, plus a 10% agency processing fee. Contractor's current Business Travel Policy is attached to Exhibit C-1 at Attachment C.1.

G. POOL DOLLARS FOR ADDITIONAL WORK/APPLICATIONS

All payments for or related to Additional Services and/or Additional Applications approved and paid by County shall correspondingly reduce the remaining Pool Dollars available. The quoted Pool Dollars is not a commitment or offer on the part of the County to spend such amounts for Additional Services, Additional Applications, or other expenses incurred or deliverables provided.

3.0 LICENSE - PRICING DETAIL

Application Software	Quantity	Per-Unit Price	Total Price	Comments
Permitting & Land Management (PLM) Suite	600	\$2,500	\$1,499,994	Entitles up to 600 DPW Users to a License of the PLM Suite, as further defined in the Base Agreement.
Licensing & Regulatory Management (LRM) Suite	50	\$2,500	\$125,000	Entitles up to 50 DPW Users to a License of the LRM Suite, as further defined in the Base Agreement.
Intelligent Automation Agent (IAA)	1	N/A	N/A	Included in DPW's License of the PLM Suite: server-side plugin for post processing and proactive event handling automation.
Odata / Social IOE	1	N/A	N/A	Included in DPW's License of the PLM Suite: Open data services / server-side plugin for enabling social media integration (Facebook/Twitter) and built-in Esri map views
Framework Enabling Products & Extensions				Extensions to DPW Enterprise License
EnerGov eReviews	1	\$50,000	\$50,000	Bluebeam/Adobe licenses not included
EnerGov GIS Server Advanced	1	N/A	N/A	Included
VirtualPay	1	N/A	N/A	VirtualGov Payment System for credit card processing
Citizen Connected Products and Additional Citizen Components				*Based on Product License / Agency Population (10,000,000)
EnerGov Citizen Access Web Portal	1	\$50,000	\$50,000	Licensed per instance of DPW's License of the PLM Suite; includes

				MyGovPay functionality for online payments
EnerGov's Decision Engine	1	\$10,000	\$10,000	Must purchase EnerGov Citizen Access Web Portal to deploy the decision engine
EnerGov Citizen Connect	1	\$29,999	\$29,999	County-wide License
EnerGov Inspection Request	1	\$29,999	\$29,999	County-wide License
Mobile / Field Solutions				
IG Workforce Apps	175	\$149,999	\$149,999	Fee for DPW's License of the Application Software only
TOTAL			\$1,944,991	

4.0 PROFESSIONAL SERVICES - PRICING DETAIL

Professional Services	Quantity	Blended rate	Total Price	Comments
Total Estimated Professional Services Resources	21,800	\$172	\$3,755,280	Quantity is quoted in hours; works out to 2,725 days. Hours breakdown is provide in Attachment A-1.1 (öTyler Resources Purchasedö).
Estimated Travel Expenses (Based on weekly onsite trips)	261		\$443,700	Actual expenses to be incurred under Tylerø then-current Business Travel Policy
Other	# of Students			
Training Certification	0	N/A	N/A	
TOTAL			\$4,198,980	
Annual Maintenance and Support			Base Price	
Annual Maintenance and Support Services			\$350,098	
iG Apps Subscription			\$50,000	
TOTAL			\$400,098	

5.0 ADDITIONAL APPLICATIONS AND ADDITIONAL SERVICES- PRICING DETAIL

Permitting and Land Management (PLM) Suite	\$2,500/named user	County may purchase named-user Licenses for other County Departments in the event the Users exceed a cap of 800 named users (200 for DRP and 600 for DPW), as set forth in the Base Agreement.
Licensing & Regulatory (LRM) Suite	\$2,500/named user	County may purchase named-user Licenses for other County Departments in the event the Users exceed a cap of 50 named users (0 for DRP and 50 for DPW), as set forth in the Base Agreement.
EnerGov eReviews	\$49,999	A County-wide license to EnerGov eReviews will be capped at \$149,999, with \$100,000 of that total already allocated to DRP (\$50,000) and DPW (\$50,000).
EnerGov GIS	\$10,000 per County Department or \$500/named user	A County-wide license to EnerGov GIS will be capped at \$120,000, with \$50,000 of that amount already allocated to DRP.

EnerGov Citizen Access Web Portal	\$0	A County-wide license to the Citizen Access Web Portal will be capped at \$100,000 for all County Departments, with that capped amount already allocated to DPW (\$50,000) and DRP (\$50,000)
EnerGov's Decision Engine	\$10,000 per Department	A County-wide license will be capped at \$100,000, with participating Departments choosing to leverage the Decision Engine, with \$20,000 of that capped amount already allocated to DPW (\$10,000) and DRP (\$10,000).
IG Workforce Apps	\$999 per User	A County-wide license will be capped at \$249,999, with \$199,999 of that amount already allocated to DPW (\$149,999) and DRP (\$50,000).
Additional Services	\$170/hour \$225/hour \$250/hour	\$170/hour: Implementation Consultant \$225/hour: Data & Integration Services \$250/hour: Custom Development

* Pricing for Additional Services shall be available at the rates set forth above for twenty-four (24) months from the Effective Date.

6.0 CONSOLIDATED FEE SCHEDULE FOR DRP & DPW

For the County's reference, the parties agree that the following chart summarizes the fees and general payment terms, individually and combined, for the DRP and DPW licenses and services purchases under the Base Agreement. Additional pricing details specific to DRP are set forth at Exhibit C-1.

Consolidated Fee Schedule for DRP & DPW									
DRP:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Total
	License	\$ 709,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 709,999
	Implementation Services	\$ 656,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,472
	Training Certifications	\$ 3,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,998
	Maintenance & Support Services	\$ -	\$ -	\$ 132,000	\$ 135,960	\$ 140,039	\$ 145,641	\$ 151,466	\$ 705,105.74
	Annual Subscriptions	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
	Estimated Travel Expense	\$ 78,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,540
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,300
DRP Contract Total		\$ 1,449,009	\$ 50,000	\$ 182,000	\$ 185,960	\$ 190,039	\$ 195,641	\$ 201,466	\$ 2,666,415
DPW:	Fee Component	One Time Fee	Year 1 6/24/14 to 6/23/15	Year 2 6/24/15 to 6/23/16	Year 3 6/24/16 to 6/23/17	Year 4 6/24/17 to 6/23/18	Year 5 6/24/18 to 6/23/19	Year 6 6/24/19 to 6/23/20	Total
	License	\$ 1,944,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,944,991
	Implementation Services	\$ 3,755,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,755,280
	Training Certifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Maintenance & Support Services	\$ -	\$ -	\$ -	\$ 350,098	\$ 360,601	\$ 375,025	\$ 390,026	\$ 1,475,751.12
	Annual Subscriptions	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
	Estimated Travel Expense	\$ 443,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,700
	Pool Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 781,972
DPW Contract Total		\$ 6,143,971	\$ -	\$ -	\$ 400,098	\$ 410,601	\$ 425,025	\$ 440,026	\$ 8,601,694
Combined DRP and DPW Totals		\$ 7,592,980	\$ 50,000	\$ 182,000	\$ 586,058	\$ 600,640	\$ 620,666	\$ 641,492	\$ 11,268,109
	3% increase								
	4% increase								

7.0 PRICING DETAIL FOR INTERFACES

As set forth in Exhibit A-1 (Statement of Work, DPW-BSLD) and incorporated into Attachment A-1.1 (Project Plan ó DPW-BSLD), four (4) interfaces have been included within the project scope of Amendment No. 2. Pricing for those interfaces is included in the öTotal Estimate Professional Services Resourcesö set forth in Section 4 of this Exhibit C-2. Itemized pricing information for each of those interfaces is set forth below:

- FIS Interface: \$0
- eCaps Interface: \$75,840
- MARS Interface: \$9,920
- FILM-LA: \$9,920



Exhibit D-1

Project Schedule - DPW

Customized for

Building & Safety

And

Land Development

Below is a high-level schedule estimating the duration of Project Plan Stages, as defined in Exhibit A, Attachment A-1.1 (Project Plan . DPW-BSLD). Once finalized and approved by authorized representatives of both parties during Stage 1 (Initiation and Planning), the final Project Schedule shall become part of this Exhibit D-1, as if fully set forth herein

Building & Safety

Stage 1:	1 months
Stage 2:	5 months
Stage 3a:	8 months
Stage 3b:	1 months
Stage 3c:	1 months
Stage 3d:	1 months
Stage 4a:	1 months
Stage 4b:	3 months
Stage 5:	1 months
Stage 6:	2 months
Total:	24 months