

Issue Analysis Form



Date: 1/10/2018
Item: Energov Software for CDCC
Lead Department(s): IT Dept, CDCC, Finance
Contact Person(s): Kirsten Cherry; Julie Walton; Betsy Drewry

Description and Current Status

Replacement of INKForce software in Community Development & Code Compliance was a Capital Improvement Project (CIP) targeted for completion during FY2018 through our FY2018 CIP and budget process. New software will replace INKForce which has been in place for approximately 7 years. Currently INKForce is not meeting all of the needs of the Community Development & Code Compliance, especially in the Planning area.

Our existing contract with Tyler Technologies allows for expansion and purchase of additional modules without formal procurement / RFP issuance. CDCC and IT staff participated in a demonstration of Energov Software by Tyler Technologies and recommends the purchase of this software as an addition to our existing suite of Tyler products.

The Energov software cost is \$179,095.00. The total estimated budget for software and needed equipment and server upgrades is \$219,862.42. (See attached cost breakdown and Tyler Technology pricing). The total cost does make provisions for unanticipated costs and additional training as needed.

Implementation will save the County approximately \$7,500 per year in software maintenance fees and provide more services for the department and the public. Some of the plan review will be able to be done online which is a benefit to outside groups like the Health Department who are part of the review.

The recommended source of funding is borrowing / bond issuance in the Spring / Summer of 2018.

Staff is requesting the board to authorize:

- County Administrator to sign a contract with Tyler Technologies;
- Appropriation of funds through bond issuance in the Spring/Summer of 2018;
- A reimbursement resolution for future debt issuance.

Two resolutions are included in the board packet. One resolution approves execution of contract and the appropriation, the other is a reimbursement resolution which expresses the intent of the County to purchase items now and reimburse themselves with bond proceeds issued in the spring of 2018.

Government Path

- Does this require IDA action? Yes No
- Does this require BZA action? Yes No
- Does This require Planning Commission Action? Yes No
- Does this require Board of Supervisors action? Yes No
- Does this require a public hearing? Yes No
- If so, before what date? Yes No

Fiscal Impact Statement

The total cost for the project, which include software and hardware, is \$219,862.42. It will save the County approximately \$7,500 in recurring costs per year. The recurring cost for yearly maintenance is approximately \$20,020.

County Impact

Will continue providing Building Inspections and Code Compliance support as well as adding additional software capability for Planning & Zoning. It will provide a new portal for citizen and contractor access.

Notes

WHAT	QUANTITY	EACH	TOTAL
BlueBeam	4	\$ 459.00	\$ 1,836.00
Mobile Units & Cases	6	\$ 500.00	\$ 3,000.00
POS Equipment	2	\$ 1,200.00	\$ 2,400.00
Cashiering Station	2	\$ 4,300.00	\$ 8,600.00
Mobile Printers	6	\$ 270.00	\$ 1,620.00
SQL Server	1	\$ 5,311.42	\$ 5,311.42
EnerGov Software	1	\$ 179,095.00	\$ 179,095.00
Miscellaneous			\$ 8,000.00
Contingencies			\$ 10,000.00
			\$ 219,862.42



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Prince George County, with offices at 6602 Courts Drive, Prince George, Virginia 23875 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 1, 2011 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Tyler Software and services in Sales Quotation No. 2017-40495, attached hereto as Exhibit 1, are hereby added to the Agreement.
2. Tyler grants to Client a license to use the Tyler Software in Exhibit 1 for the Client's internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Amendment Effective and for the number of Defined Named Users. As used herein, Defined Named Users means the number of named users that are authorized to use the EnerGov labeled modules, as set forth in Exhibit 1. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Exhibit 2.
3. Payment for the items added to the Agreement pursuant this Amendment shall be as follows:
 - 3.1 *License Fees*: Tyler shall invoice Client the software license fees (totaling \$98,300) on the date when Tyler makes the Tyler Software in Exhibit 1 available to the Client for downloading (the "Available Download Date").
 - 3.2 *Maintenance Fees*: Year 1 maintenance and support fees are waived for the one (1) year period commencing on the Amendment Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, Tyler will invoice Client \$19,660 for Year 2 maintenance and support fees on the anniversary of the Amendment Effective Date.
 - 3.3 *Other Fees*: Fees for services, and applicable expenses, shall be invoiced as provided and/or incurred.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Prince George County, VA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quoted By: Steve Simmons
 Date: 1/9/2018
 Quote Expiration: 5/28/2018
 Quote Name: Prince George County - ERP - EnerGov
 Quote Number: 2017-40495
 Quote Description: EnerGov

Sales Quotation For
 Prince George County
 PO Box 68
 Prince George, VA 23875-0068
 Phone +1 (804) 733-2600

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGovAdv Server Extensions Bundle	\$9,600.00	16	\$2,560.00	\$0.00	\$12,160.00	\$1,920.00
EnerGov Citizen Self Service - PLM	\$9,600.00	16	\$2,560.00	\$0.00	\$12,160.00	\$1,920.00
EnerGov e-Reviews	\$18,000.00	56	\$8,960.00	\$0.00	\$26,960.00	\$3,600.00
EnerGov iG Workforce Apps (7)	\$4,200.00	16	\$2,560.00	\$0.00	\$6,760.00	\$840.00
EnerGov Permitting & Land Management Suite (20)	\$36,000.00	176	\$28,160.00	\$10,575.00	\$74,735.00	\$7,200.00
EnerGov Report Toolkit	\$2,400.00	0	\$0.00	\$0.00	\$2,400.00	\$480.00
GIS (27)	\$13,500.00	8	\$1,280.00	\$0.00	\$14,780.00	\$2,700.00
Tyler Incident Management	\$5,000.00	40	\$6,400.00	\$0.00	\$11,400.00	\$1,000.00
Sub-Total:	\$98,300.00		\$52,480.00	\$10,575.00	\$161,355.00	\$19,660.00
Less Discount:	\$0.00		\$0.00	\$0.00	\$0.00	\$19,660.00
TOTAL:	\$98,300.00	328	\$52,480.00	\$10,575.00	\$161,355.00	\$0.00

Other Services				
Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Intelligent Objects Automation	64	\$160.00	\$0.00	\$10,240.00
EnerGov Project Manager Services	1	\$7,500.00	\$0.00	\$7,500.00
TOTAL:				\$17,740.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$98,300.00	\$0.00
Total Tyler Services	\$80,795.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$179,095.00	\$0.00
Contract Total	\$179,095.00	

Detailed Breakdown of Conversions (Included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Permitting & Land Management	\$10,575.00	\$0.00	\$10,575.00
TOTAL:			\$10,575.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						
EnerGovAdv Server Extensions Bundle	\$9,600.00	\$0.00	\$9,600.00	\$1,920.00	\$1,920.00	\$0.00
EnerGov Citizen Self Service - PLM	\$9,600.00	\$0.00	\$9,600.00	\$1,920.00	\$1,920.00	\$0.00
EnerGov e-Reviews	\$18,000.00	\$0.00	\$18,000.00	\$3,600.00	\$3,600.00	\$0.00
EnerGov IG Workforce Apps (7)	\$4,200.00	\$0.00	\$4,200.00	\$840.00	\$840.00	\$0.00
EnerGov Permitting & Land Management Suite (20)	\$36,000.00	\$0.00	\$36,000.00	\$7,200.00	\$7,200.00	\$0.00
EnerGov Report Toolkit	\$2,400.00	\$0.00	\$2,400.00	\$480.00	\$480.00	\$0.00
GIS (27)	\$13,500.00	\$0.00	\$13,500.00	\$2,700.00	\$2,700.00	\$0.00
Tyler Incident Management	\$5,000.00	\$0.00	\$5,000.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL:	\$98,300.00	\$0.00	\$98,300.00	\$19,660.00	\$19,660.00	\$0.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

e-Planning requires BheBeam Revu or Adobe Acrobat Pro.

1st Year Annual Maintenance to be waived. Maintenance will resume in 2nd year at stated rates. Each subsequent years maintenance will be in line with existing agreements annual increases.



Exhibit 2
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 23rd day of January, 2018:

Present:

Vote:

Alan R. Carmichael, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

A-6

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AWARD OF CONTRACT AND BUDGET AMENDMENT AND APPROPRIATION (\$219,863 CDCC ENERGOV SOFTWARE)

WHEREAS, Community Development and Code Compliance (CDCC) and the Information Technology Department reviewed options for replacing the existing INKFORCE software and determined that expansion of the County’s existing suite of software with Tyler Technologies and use of Energov software was the best option with a proposed price of \$179,095; and

WHEREAS, The total estimated cost for CDCC software replacement and related equipment and supplies is \$219,863 (Software \$179,095; related and equipment and supplies \$40,768); and

WHEREAS, The amount of \$219,863 will be available with the spring 2018 bond issuance for CDCC Software replacement; and

WHEREAS, Staff is requesting authorization for the County Administrator to enter into a contract with Tyler Technologies in the amount of \$179,095 to move forward with the software purchase and to expend another \$40,768 for related equipment and supplies.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 23rd day of January, 2018, hereby authorizes the County Administrator to execute a contract with Tyler Technologies to purchase Energov software for CDCC in the amount of \$179,095;

AND BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 23rd day of January, 2018, does hereby authorize and appropriate the following increase of funds within the 2017-2018 Budget, such line items increased as follows, which monies shall be expended for purposes authorized and approved by the Board of Supervisors of the County of Prince George:

<u>FUND/ORGANIZATION</u>		<u>AMOUNT</u>
<u>Capital Improvement Fund (0311)</u>		
Revenues:		
0311-40-900-8115-341401	Debt Proceeds	\$219,863
Expenditures:		
0311-03-400-3173-48204	CIP – CDCC Software Replacement	\$219,863

A Copy Teste:

Percy C. Ashcraft
County Administrator

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 23rd day of January, 2018:

<u>Present:</u>	<u>Vote:</u>
Alan R. Carmichael, Chairman	
Donald R. Hunter, Vice-Chairman	
Floyd M. Brown, Jr.	
Marlene J. Waymack	
T. J. Webb	

A-6

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF BONDS
OR OTHER INDEBTEDNESS**

WHEREAS, the Board of Supervisors (the "Board") of the County of Prince George, Virginia (the "County") has determined to undertake a capital improvement project to replace software for Community Development and Code Compliance (the "Purchase");

WHEREAS, the Board currently expects that the cost of the Purchase, excluding the costs of the financing thereof, will be approximately \$219,863;

WHEREAS, the Board currently expects to incur long-term indebtedness in an amount now estimated at \$219,863 to pay a portion of the costs of the Purchase, which indebtedness may take the form of tax-exempt bonds or other types of debt; the proceeds of such indebtedness may be used either for paying costs of the Purchase directly or for repaying other indebtedness previously incurred for the Purchase or for a combination of such purposes; and

WHEREAS, the County may also advance its own funds to pay expenditures relating to the Purchase (collectively, the "Expenditures") prior to receiving reimbursement for such Expenditures from the proceeds of tax-exempt bonds or taxable debt, or both;

THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County as follows:

1. The County intends to utilize the proceeds of tax-exempt bonds or notes (the "Bonds") or to incur other debt to pay Purchase costs in an amount not currently expected to exceed \$219,863.

2. The County intends that the proceeds of the Bonds be used to pay or reimburse the County for the payment of Expenditures made after the date of this Resolution or made within 60 days prior to the date of this Resolution or Expenditures which are incurred for certain preliminary costs such as architectural, engineering, surveying, soil testing, bond issuance expenses and the like. The County reasonably expects on the date hereof that it will pay or reimburse the Expenditures with the proceeds of the Bonds or other debt.

3. Each Expenditure will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, or (c) a nonrecurring item that is not customarily payable from current revenues.

4. The County intends to make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Purchase is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, and certain de minimis amounts.

5. The Board intends that the adoption of this Resolution confirms the "official intent" of the County within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. The County Administrator and other officers of the County are hereby authorized and directed to take such actions, in consultation with the County's counsel, as may be necessary or desirable to implement the planning and structuring of the Bonds, including but not limited to negotiations with lenders or investment bankers for the Bonds, the selection of bond counsel to supervise the issuance of such Bonds and the engagement of such other professionals as may be necessary or desirable to assist the County in this process, but such officers shall not obligate the County on such Bonds without further approval by the Board.

7. This Resolution shall take effect immediately upon its passage.

A Copy Teste:

Percy C. Ashcraft
County Administrator