

AGREEMENT FOR SERVICES #478-S1711

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Carie Toeller, an individual, doing business as C. Toeller Consulting, duly qualified to conduct business in the State of California, whose principal place of business is 608 Ruscelle Ct., El Dorado Hills, CA 95762, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide project management services for implementation of the County's new property tax administration system; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide project management services for implementation of the County's new property tax administration system in accordance with Exhibit "A," marked "Scope of Work," incorporated herein and made by reference a part hereof.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire two years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be \$115.00 per hour inclusive of all expenses.

Contractor's travel time and expenses to and from the County's offices in Placerville California are not billable under this agreement.

Should travel to remote locations be necessary, the County shall reimburse Contractor for travel related expenses in accordance with the Federal M&IE rates established by the General Services Administration (GSA) found here: <https://www.gsa.gov/portal/category/100120>. All travel related expenses shall be approved in advance and in writing by County's Contract Administrator.

Total amount of this Agreement shall not exceed \$200,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver documents or other deliverables required under this agreement, County at its sole option may delay the monthly payment for the period of time of the

delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XI, Default, Termination, and Cancellation.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE VII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XI**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

C. TOELLER CONSULTING  
608 Ruscello Ct.  
El Dorado Hills, CA 95762  
ATTN: Carie Toeller

or to such other location as the Contractor directs.

### **ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

### **ARTICLE XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XV**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XVI**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of



Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XIX**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## **ARTICLE XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

## **ARTICLE XXIV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is NAME, TITLE, DEPARTMENT, or successor.

## **ARTICLE XXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XXVII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXX**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

**-- CONTRACTOR --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Carie Toeller, individually and dba  
C. Toeller Consulting  
"Contractor"

## Exhibit “A”

**General:** Contractor is responsible for providing the oversight, leadership and planning to successfully manage the County’s project to replace its mainframe “M204” property tax system with Megabyte Property Tax System (MPTS), a server based property tax administration program developed and licensed by the Megabyte Systems Inc. located in Rocklin, California. In general terms, Contractor is responsible for:

1. Providing high quality project management services needed to ensure the timely accomplishment of tasks necessary to meet the targeted go live date of July 1, 2018.
2. Providing project leadership to the core project team, consisting of County and MegaByte staff.
3. Assisting County in identifying County business requirements for the implementation of the Megabyte Property Tax System.
4. Providing coordination between the Contractor, Megabyte Systems Inc. and the County.
5. Developing, maintaining and communicating an inventory of all resources necessary for the successful implementation of the project as well as ensuring the coordination and availability of resources
6. Communicating and reporting project status, issues and concerns to the executive sponsors, affected department heads, staff and other impacted parties.
7. Assisting in the development of regular progress reports to the Board of Supervisors and the public at Board meetings.
8. Working with MegaByte and County staff to design and oversee implementation of effective Acceptance testing.
9. Working with the MPTS leadership and staff to develop, implement, maintain and update the Project plan.
10. Monitoring the Project schedule to ensure the project is implemented according to the project plan.
11. Manage issues and conflicts, change orders and project risk.

**Specific:** The Contractor shall provide the following specific deliverables, in support of the general responsibilities noted above:

- 1) **Project Plans and Work Schedule.** For this Project the Contractor shall develop a complete detailed project plan (“Project Plan and Work Schedule”) in conjunction with Megabyte Systems Inc. to be approved by the County. Project Plan and Work Schedule shall, at a minimum:
  - a) Include detailed schedules that specify a detailed level of activity, including the planned start dates, completion dates, hours and other required resources for activities to be performed by Contractor and County where applicable;
  - b) Identify any pre-existing hardware, software, components and/or tools to be used, as necessary;

- c) Include a detailed list of the deliverables and milestones (with planned delivery/completion dates) and the project management reports that will be provided;
  - d) Describe any assumptions made in compiling the plan;
  - e) Define roles and responsibilities of the core project team; Provide a risk assessment for the Project;
  - f) Develop a work plan for approval by the County that supports the project plan, including identification of required and available resources.
- 2) **Business Requirements Analysis.** Contractor shall be responsible for managing the process of analyzing, developing and documenting business requirements and workflow processes (including information integration requirements) with Megabyte, the County's three property tax administration departments, and County IT staff. The business requirements analysis will be considered complete when all of the business and user requirements have been identified.

The business requirements analysis will also facilitate County's ability to establish post-implementation performance factors that measure the positive impact of the Project on the operation of County's business ("Post- Implementation Performance Factors").

- 3) **Test Plans.** Contractor shall coordinate with County and Megabyte to facilitate and lead the development of test plans: unit testing, string testing, regression testing, functional testing, integration testing. Contractor shall assist the County with performing acceptance testing and other end user related testing as requested.
- 4) **Acceptance.** Contractor shall prepare, with input from County and subject to County's review and approval, a comprehensive acceptance testing plan which includes, at a minimum, acceptance testing criteria and procedures. Project shall be subject to a formal acceptance process that uses objective and thorough acceptance test criteria approved by County, and that will allow County to verify that the Project meets the specified functional and technical requirements.

The acceptance process shall be developed as soon as possible after establishing the business and user requirements. The acceptance process will include an audit trail capability for tracking and correcting problems.

Acceptance will be considered to have occurred when the deliverables associated with the Project successfully meet the acceptance test criteria.

- 5) **Implementation and Testing.** Contractor shall be responsible for working with Megabyte and County staff during the production implementation and roll-out of the Project deliverables. Implementation includes identification of interfaces and any required conversions, installation and testing of any required middleware products, installation of Software, and any required testing to achieve the proper roll-out of the Property Tax Administration System provided by Megabyte.

- 6) **Change Control Procedures.** Contractor shall work with Megabyte Systems Inc. to establish procedures by which County may request enhancements, customizations, interfaces, modifications or other changes to the Project by specifying the desired changes to Contractor. Such procedures will include the performance of an analysis by Contractor and require that no change be made until reduced to a written change order describing the change with specificity that has been approved by the County. In addition, such procedures shall enable tracking of ongoing scope changes to the Project, and provide a basis for auditing scope changes to the Project. Project changes (including necessary changes, if any, to resource requirements or schedule for the corresponding Project) shall be documented by Contractor and approved by the County.
- 7) **Post-Implementation Review.** Contractor shall conduct a post-implementation review process which will include an analysis of how the deliverables resulting from the Project measured up against the Project Post- Implementation Performance Factors established for such Project. Such process will include the core project team.
- 8) **Documentation.** Deliverables which are the result of the Project shall be documented in a manner that satisfies the requirements of Contractor's methodology, is appropriate for the deliverables resulting from the Project, and is otherwise reasonably acceptable to the County. Contractor shall make use of on-line documentation, self-documenting systems and on-line help where commercially reasonable. At the completion of the project, the Contractor will provide the County with an electronic copy of the project implementation documentation.
- 9) **Project Management Methodology.** Contractor shall provide, maintain and complete an industry-accepted Project Life Cycle Methodology (i.e. Waterfall, Agile, etc.) in all processes and documentation.

## Project Plan

*Templates Complementary to Megabyte's Phase 1 – General Design, Analysis, Environment Set Up & Special Requirements*

- **Project Scope**
  - Contractor will walk County Project Stakeholders through:
    - Defining the nature and boundaries of the project.
    - Specifying departments, processes, datasets, functions, interfaces and reports that are deemed to be either in or out of scope.
  - Used throughout the project to avoid a project that never ends due to scope creep, as well as to inform business, process, data and policy changes as the project progresses.
  
- **Infrastructure Plan**
  - With assistance from IT staff and key stakeholders, Contractor will produce a plan that:
    - Documents the application environments at a high level.
    - Controls the installation, testing and release of new application patches and versions across all environments.
    - Defines the county's desired approach to application access, system security, and backups.
    - Provides a comprehensive application access matrix by user and user type.
    - Details expectations for interfaces between the new system and other county legacy systems, if applicable.
  - Used throughout the project to ensure all users are properly set up to access the right environments, at the right time, with the right privileges.
  
- **Business Process Plan**
  - With assistance from departmental subject matter experts, Contractor will produce a plan that:
    - Defines the approach that will be used to complete the effort of documenting current processes.
    - Drives completion of Process Identification Templates as a means for collecting process information and for facilitating a staff shift in thinking from "here's how I use the current system" to "here's what I need to accomplish during my day."
    - Documents existing business practices for the overall County property tax process as well as by each organization.
    - Maps existing business practices to features and functions within the new system.
  - Used for clarification of business needs, early identification of potential system gaps, and to ease the transition from old to new systems processes, data interactions and reporting. Also forms the basis for creation of testing scenarios.



- **Risk Assessment Plan**
  - With assistance from County project team members, Contractor will produce a plan that:
    - Documents previously identified and possible unforeseen risks that are known to cause issues during implementation projects (eg: loss of a critical internal or vendor resource).
    - Assigns priority and likelihood to each potential risk.
    - Defines plans for contingency and/or mitigation of each potential risk.
  - Used to help minimize the panic and schedule delays that may result from unanticipated project hurdles.
  
- **Configuration Plan**
  - With assistance from project stakeholders and vendor configuration analysts, Contractor will produce a plan that:
    - Defines the approach to configuring the new system.
    - Identifies key County staff that will be needed to ensure informed configuration.
    - Documents reasoning and decisions made by subject matter experts in each organization during the configuration process.
    - Tracks ongoing configuration changes.
  - Used to avoid backtracking and to reinforce changes to policy and procedure when inevitably someone asks, “why did we configure it that way?”

*Templates Complementary to Megabyte’s Phase 2 – Data Conversion*

- **Data Conversion Plan**
  - With assistance from County IT staff, subject matter experts, and vendor conversion specialists, Contractor will produce a plan that:
    - Defines the approach to managing the collection, mapping, formatting and verification of data to be imported into the system.
    - Clarifies the process and formats to be used to submit data and to receive feedback on data submissions from the vendor.
    - Documents the data scope, reasoning and decisions made by subject matter experts in conjunction with IT, prior to data conversion.
  - Used to avoid assumptions, confusion and rework around the data conversion process and the types and years of data to be imported, as well as to identify what data might need to be collected or created outside of the current system (such as data existing only on spreadsheets, in someone’s head, or on paper).

*Templates Complementary to Megabyte’s Phase 3 – System Testing Phase*

- **Testing Plan**
  - With assistance from County stakeholders and subject matter experts, Contractor will produce a plan that:

- Defines the system testing approach, which will incorporate all of the testing components unique to software implementation: administrative, data, functional, process, performance, reporting, security.
  - Identifies the desired physical testing environment/lab, if applicable.
  - Identifies key staff that are integral to thorough testing of the new system.
  - Provides a detailed testing timeline and schedule.
- In conjunction with Megabyte staff and with their documentation or sample test plans, Contractor will also guide County staff through the creation of testing pass/fail scenarios or checklists for reference during testing.
- Contractor will guide staff identified as testers through the issue reporting process, and Contractor will provide and maintain a Test Log to document and track status of reported issues.
- Used to ensure a smooth and efficient testing process, which allows for tracking of key quality metrics and rapid escalation of critical issues.

*Templates Complementary to Megabyte's Phase 4 – Training/Implementation*

- **Training Plan**
  - With assistance from key project stakeholders, Contractor will produce a plan that:
    - Defines training style and approach for super users, end users and IT staff.
    - Identifies training room and training session requirements.
    - Defines training groups and associated individual staff to be trained.
    - Provides both a master and a detailed schedule for training sessions.
  - Used to ensure every staff member who will use the system receives the proper training at the correct time for their role within the county.

*Templates Complementary to Megabyte's Phase 5 – Go Live Phase*

- **Cut Over Plan**
  - With assistance from the entire project team, Contractor will produce a plan that:
    - Defines, in excruciating detail, the who's, what's, when's, where's and how's for each step of the final cutover to the new system based on the vendors best practice for going live.
    - Defines post go live practices for issue prioritization and escalation, testing and promoting new application releases, and application and data maintenance.
  - Used to ensure a smooth and efficient final transition.

*Templates Complementary to All Phases*

- **Control Log**
  - Contractor will provide and maintain a master log of all open, closed and deferred items and their status as related to the following factors affecting the project:
    - Issues
    - Action Items

- Process/Policy Changes or Decisions
- Risks
- Items for Discussion
- Used to document, assess and prioritize all project items that fall outside of the project schedule, and to ensure those items don't go unattended or fall between the cracks.

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