



CITY OF POQUOSON

ASSESSOR'S OFFICE

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MEMORANDIUM

Date: January 14, 2019
To: City Council
Through: Graham Wilson, Assistant City Manager
From: Robert L. "Buddy" Faison, City Assessor
Subject: Resolution Authorizing the City Manager to Enter Into Contract with Vision Government Solutions for Statement of Work, Phase II Providing New Real Estate Assessment Software

City Council previously approved a resolution for the City Manager to enter into contract with Vision Government Solutions to provide a new real estate assessment software package. It was the intent to utilize the new software for the upcoming fiscal year 2020 reassessment; however, during the course of implementation it was determined that an expanded Statement of Work (SOW) was necessary to ensure the software is fully integrated with the City's financial software (Bright) and GIS (GeoDecisions).

The attached SOW (Phase II) between Vision Government Solutions and the City of Poquoson will cover the necessary work to complete the integration of the Vision CAMA Software and make it a useable asset for the Assessor's office. The cost for this work is \$24,800 and will be incurred during next fiscal year. The SOW includes completion of Vision to Bright Export feature that will provide the Commissioner of the Revenue with the annual and biennial data required by that office. It fully integrates the CAMA export of needed GIS data to the GIS vendor and provides for a complete data conversion of the assessors data to provide a clean start for the following fiscal year. Further, it provides for all necessary training and consulting to accomplish this task.

The delay in implementing the software for the upcoming fiscal year reassessment will have no impact on the timeliness of the FY20 reassessment. Additionally, this delay will allow York County to complete their implementation of the same software and allow for them to work out any system issues ahead of Poquoson, as was originally planned prior to a similar delay experienced in York County earlier this year.

Please let me know if you should need additional information. Thank you!

Sincerely,

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH VISION GOVERNMENT SOLUTIONS FOR STATEMENT OF WORK, PHASE II PROVIDING NEW REAL ESTATE ASSESSMENT SOFTWARE

WHEREAS, the City has a need to replace our current Real Estate Assessment Software; and

WHEREAS, City Council has previously appropriated \$135,000 for the purchase of this software; and

WHEREAS, it has been determined that an expanded Statement of Work is necessary to ensure the software is fully integrated with the City's financial software (Bright) and GIS (GeoDecisions).

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Poquoson, Virginia:

Section 1: That the City Manager is hereby authorized to do all things necessary to enter into contract with Vision Government Solutions for Statement of Work, Phase II in the amount of \$24,800.

Section 2: That this resolution shall be in effect on and after its adoption.

ADOPTED: _____

TESTE: _____
City Clerk

CAMA SOFTWARE
STATEMENT OF WORK – PHASE II

This CAMA Software Statement of Work (“SOW”) is made part of the Master Software License and Services Agreement (the “Agreement”) and the original Statement of Work executed on September 12, 2016, by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Vision”) and the customer identified below (“Customer”). Vision and Customer may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, Vision is willing to provide, and Customer desires Vision’s provision of certain Software, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

- 1.1 All capitalized terms used herein will have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 “User” means a named employee of Customer designed by Customer to have the Software installed upon his/her workstation.

2 Software Description

- 2.1 The following Software is being licensed to the Customer according to the terms of the Agreement:
 - a) The Software is the Vision Government Solutions, Inc., Windows-based computer-aided mass appraisal (CAMA) software, *Appraisal Vision Version 8*. The software elements included are designed for real estate valuation including, cost and comparison sales, data maintenance, sales analysis, reporting and query, image display and income capitalization.
- 2.2 The Software is commercial off-the-shelf (COTS) and may be configured, not customized, to address Customer requirements.
- 2.3 The Customer’s Designated Hardware must comply with the applicable minimum hardware specifications, which may be updated by Vision from time to time.
- 2.4 Only Vision-developed connections to the database will be supported in Vision’s sole discretion. Open Database Connectivity (“ODBC”) is not supported.

3 Users

- 3.1 The Software is being licensed pursuant to the Agreement with the understanding that it will only be installed on the Designated Hardware and on workstations for use up to the maximum number of Users identified below.
- 3.2 The maximum number of Users is [5].

4 Warranty; Maintenance

- 4.1 The Software Warranty as described within the Agreement shall be the exclusive warranty governing the Software provided within this SOW for the duration of the Warranty Period as it is defined in the Agreement.
- 4.2 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this SOW.
- 4.3 Any software maintenance purchased under this SOW is separate from any software maintenance provided as part of the Software Warranty as described in the Agreement.

5 Project Management

- 5.1 Vision will assign specific personnel to oversee implementation of the Software, and to act as the primary point-of-contact on behalf of Vision to communicate with the Customer.
- 5.2 Vision has no duty to provide any analysis of the Customer’s business processes; however, Vision may provide suggestions to Customer with regard to the Customer’s business processes as Vision performs its work.

6 Testing/Installation Services

- 6.1 Subject to Customer making available to Vision appropriately configured and located hardware in a safe environment, Vision will install the Software on the Designated Hardware. Customer will promptly, upon completion of such installation, test the Installed Software using its data and notify Vision of any Defects.

7 Interface Development

- 7.1 Vision will configure the Software to interface with the following third-party software products based upon specifications provided by the customer:
- a) Vision will provide a Custom Bright Export developed to match specifications provided by Bright in the QPDSPFFD165927 Culpeper format.txt file supplied in the July 9, 2018 e-mail having the subject line: transfer report.
- 7.2 Vision will draft specification updates for interfaces developed as part of the original Statement of Work if deemed necessary by the Customer. Pricing and scheduling for development of interface modifications will be addressed through the Change Request process.
- a) Tax Export (annual)
 - b) GIS Export
 - c) Building Permit Import
- 7.3 The Customer must obtain and pay for all necessary licensing, permission, and/or authorization from any third-party to permit the Software to interface with the third-party software identified above.
- 7.4 While Vision will use commercially reasonable efforts to satisfy the Customer's requirement to have the Software interface with the third-party software, Vision will not be obligated to perform any configuration, maintenance or other services related to the third-party software, if such may be required to fully satisfy the Customer's requirement.

8 Conversion Services

- 8.1 Vision will use existing Customer conversion mapping, scripts, and stored procedures to complete one data conversion from the legacy Equity CAMA software to Appraisal Vision V8:
- a) The Client will supply the complete legacy data set in the same format as data supplied 5/22/2018.
 - b) Vision will perform necessary updates to the existing Client conversion routine to accommodate the state of the V8 CAMA product at the time of conversion.
 - c) Vision will apply existing valuation scripts to establish base building models.
 - d) Any Client requested alterations to existing processes or methodology will be billed on a time and materials basis.
 - e) Any conversion alterations required to accommodate changes to the legacy data structure will be billed on a time and materials basis.
 - f) Vision will perform conversion and application testing prior to delivery.
 - g) Any changes made to the legacy software after supplying Vision with conversion data are the sole responsibility of the Client.
 - h) The current Client installed Appraisal Vision 8.0 database will be overwritten upon installation of the above referenced conversion database.
- 8.2 Vision agrees to commence installation and data conversion according to a mutually agreed upon timeline set forth in Exhibit A. Both Vision and Customer understand and agree that any predetermined dates and/or schedules as they relate to the conversion of data will be adjusted to reflect the actual date of contract signature. Any delay in the Customer's provision of any required information or documentation to Vision will automatically extend deadlines by at least a number of business days equal to the number of business days attributable to the Customer's delay.

9 Training Services

- 9.1 The quantity of training to be provided is as follows:

- a) Four (4) onsite days for Appraisal Training / Consulting
- b) One (1) ½ day of User Training carried forward from the original Statement of Work
- 9.2 Vision will conduct training sessions for up to the maximum number of Users identified above.
- 9.3 The Customer will provide suitable facilities for training sessions according to Vision’s requirements for effective knowledge transfer.
- 9.4 The Customer must give notice of any training session cancellation to Vision at least forty-eight (48) hours prior to the commencement of the training session. A failure to do so will result in the Customer being charged for the training session at the current training rates regardless of whether it is held.

10 Fees and Payments

- 10.1 The Customer shall remit payment for any and all outstanding invoices within thirty days of signing this agreement.
- 10.2 Pricing pursuant to this SOW is outlined as follows:

<u>Implementation Services</u>	<u>Line Total</u>
Project Management	\$10,000
Conversion Services	\$10,000
Bright Export	\$10,000
Training Services	\$4,800
Bright Export Discount (if signed by 1/31/2019)	(\$10,000)
TOTAL	\$24,800 plus reasonable travel expenses

- 10.3 Invoices for services specified herein will be billed monthly based on percent complete plus travel expenses.
- 10.4 The Customer will have the option to purchase additional optional software and services for a period of six (6) months from completion of installation by Vision. The additional software and services available for purchase are:
 - a) Conversion/Configuration Modifications - \$150 / Hour
 - b) Additional User Training (per instructor) - \$1,000 / Day
 - c) Additional Appraisal Training / Consulting - \$1,200 / Day
 - d) Additional Development Services - \$1,200 / Day
- 10.5 The Customer will make payment within thirty (30) days of receiving an invoice.
- 10.6 Any additional Services Fees will be invoiced monthly as Services are rendered.
- 10.7 Necessary travel and related incidental expenses will be invoiced monthly as incurred.
- 10.8 Customer will use its best efforts to adhere to its milestones as set forth in Project Schedule provided in Exhibit A. If scheduled milestones are missed by more than one (1) week due to delays caused by Customer, the project will be extended by the time period caused by the delay and Vision reserves the right to modify the dates of any subsequent milestones and increase the pricing of the project accordingly.
- 10.9 Vision is not providing any third-party licenses, and therefore this SOW does not include any license fees for third party products which can include but are not limited to ESRI’s ArcGIS, SPSS, the Marshall & Swift Cost MVP Cost Calculators, or database software.
- 10.10 Vision shall use commercially reasonable efforts to provide the License Software and Services in accordance with the schedule set forth in Exhibit A, subject to any delays caused by the Customer or by *force majeure* events as provided in the agreement. Any delays caused by Vision will result in extension of the project at no cost to the customer.

11 Termination & Suspension

- 11.1 Customer has the right to terminate this SOW upon thirty (30) days' written notice to Vision.
- 11.2 Any termination of the Agreement shall result in the immediate termination of this SOW subject to the terms and conditions of the Agreement and this SOW.
- 11.3 The termination of this SOW shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other accruing up to the time of termination including the Customer's obligation to pay any fees due.
- 11.4 Vision reserves the right to suspend the performance of Services under this SOW if the Customer fails to pay any fees that are unpaid after thirty (30) days of becoming due and upon 10 days' written notice to the Customer. During any such suspension, Services shall be restored once any outstanding fees have been paid in full.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Licensee:
City of Poquoson
500 City Hall Avenue
Poquoson, VA 23662

Licensor:
Vision Government Solutions, Inc.
1 Cabot Road
Hudson, MA 01749

Signature:

Signature

By:

By:

Its:

Its:

Date:

Date:

Exhibit A:

Project Schedule

Milestone	Responsible Party	Due (Defined as Previous Milestone Plus Allotted Time Frame)
Project Start-Up Meeting	Vision/Client	Target: 7/22/2019
Development of Bright Export	Vision	+ 4 Weeks
Client Supplies Legacy Data	Client	+ 2 Weeks
Conversion & Testing	Vision	+ 4 Weeks
Client Installation	Vision/Client	+ 1 Week
Client Training	Vision/Client	TBD – By 12/31/2019