

MAINTSTAR LICENSE AND SERVICES AGREEMENT

| | | |
|--------------------------|--|---|
| 1. <u>Parties</u> | MAINTSTAR | CUSTOMER OR AGENCY |
| | <u>MaintStar, Inc.</u> 3510 Turtle Creek Blvd., Unit 17B Dallas, TX 75219 Attention: Contracts P: (800) 255-5675 F: (949) 458-7626 e-mail: sales@maintstar.com | <u>City of Waukesha</u> 201 Delafield Street Waukesha, WI 53188 Attention: Mark Prabucki P: (262) 524-3574 F: e-mail: mprabucki@waukesha-wi.gov |

This License and Services Agreement (“LSA”) is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term** Provided that Customer signs and returns this LSA to MaintStar this LSA is effective as of the date of Customer’s signature (“Effective Date”) and will continue until terminated as provided herein.
- 2.2 Termination** Either party may terminate if the other party materially breaches this LSA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within ninety (90) calendar days. Upon any termination or expiration of this LSA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Intellectual Property License

- 3.1 License** The software products (“Software”) listed below are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

MaintStar LMS Enterprise Software
MaintStar EPR Electronic Plan Review

- 3.1.1** MaintStar LMS License is an Enterprise Site License for unlimited users
- 3.1.2** MaintStar EPR License is a five (5) concurrent user license. Additional concurrent user licenses may be purchased for a per user fee.
- 3.1.3** The Software is provided for use only by Customer or Agency employees, contractors or applicants.
- 3.1.4** Customer may not make any form of derivative work from the Software, although Customer is permitted to customize, develop additional or alternative functionality for the Software using tools and/or techniques enabled by the software or licensed to Customer by MaintStar.
- 3.1.5** Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

- 3.1.6 Customer is liable to MaintStar for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to land management transactions within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LSA.
- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.
- 3.1.9 All rights not expressly granted to Customer are retained by MaintStar.

4. Hosting Services

- 4.1 Scope of Hosting Services MaintStar will provide the hosting services described in this Section and in Exhibit B, which is incorporated into this LSA by reference, for the following software products ("Hosted Applications"):

MaintStar LMS Enterprise Software

MaintStar EPR Electronic Plan Review

- 4.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar - AWS GovCloud commercial third-party hosting facilities. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.
- 4.3 Infrastructure Availability MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine-five percent (99.95%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 4.4 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.
- 4.4 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

| Monthly Uptime | Credit |
|--|-----------------------------------|
| Greater than or equal to 99.95% | None |
| Less than 99.95% but greater than or equal to 99.00% | 15% of pro-rated monthly hosting |
| Less than 99.00% but greater than or equal to 95.00% | 35% of pro-rated monthly hosting |
| Less than 95.00% | 100% of pro-rated monthly hosting |

5. Customer Property

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this LSA. Throughout the term of this LSA, upon the request of Customer, MaintStar can optionally provide Customer with:

- (i) a copy of its data, not more than once per calendar quarter, sent as a SFTP file to Customer designated location.

Within thirty (30) calendar days following termination or expiration of this LSA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and- materials rates, as applicable.

6. Scope of Maintenance

6.1 Maintenance Services

6.1.1 Telephone Support MaintStar will provide Customer with a telephone number to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding MaintStar's observed holidays (listed below):

1. New Years Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas

6.1.2 Email Support MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours. Emergency level requests outside of normal service hours customers may contact their Dedicated Support Engineer via email or cellphone text message.

6.1.3 Online Support MaintStar will provide Customer with access to an online service support ticketing system. The system is continuously available and MaintStar will provide regular updates to service requests.

6.1.4 Remote Support When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.

6.1.5 Onsite Support If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

6.1.6 Software Updates Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Software updates will be made available to Customer for evaluation prior to production deployment. Production deployment will be scheduled in advance with the customer.

6.2 Maintenance Limitations Generally, the following are not covered by this LSA, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the MaintStar-maintained software products.
- b) Services required due to software corrections, integrations, customizations, or modifications not developed or authorized by MaintStar.
- c) Non-emergency services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours.
- d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar.
- e) Services required due to the operation of third-party interfaces between the MaintStar-maintained software products and other third-party software products or systems, even where such interfaces were provided or implemented by MaintStar but are a result of version changes to the third-party software product or configuration.
- f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment.
- g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments.
- h) Services requested by Customer to implement integrations in customer licensed software not provided by MaintStar pursuant to this LSA.

6.3 Warranty MaintStar will commence and complete the obligations described in this LSA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation, availability and support of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of fees paid to MaintStar for the defective or non-conforming software products during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

7. Compensation

- 7.1 Total Fees In exchange for the Licensing, Hosting and Maintenance Services described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A, which is incorporated into this LSA by reference.
- 7.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

8. Confidentiality

- 8.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
 - b) information which is available to Recipient from a third party without violation of this LSA or Disclosing Party's intellectual property rights;
 - c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
 - d) information which is subpoenaed by governmental or judicial authority;
 - e) information subject to disclosure pursuant to a state's public records laws.
 - f) information generated by the Customer for training or use of the MaintStar system as part of its ongoing operations.
- 8.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LSA ("Confidentiality Term").

- 8.3 Customer Reference Throughout the duration of this LSA, including any amendments, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may identify the Customer and specify the MaintStar products and services provided or contracted for provision. These disclosures take the form of a product or service reference. However, they will not include non-public information or suggest the Customer's explicit endorsement of MaintStar's products or services without prior written authorization from the Customer.

9. Other Terms and Conditions

- 9.1 Limitation of Liability MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this LSA; MaintStar bears no liability for and has no obligation to remedy such effects, except adverse effects to third-party applications that are expressly authorized by MaintStar to utilize or rely upon the Application Services. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 9.2 Force Majeure If either party is delayed in its performance of any obligation under this LSA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 9.3 Dispute Resolution This LSA is governed by the laws of the Wisconsin. The Parties shall attempt in good faith to resolve disputes by mediation before seeking relief in the courts. Any lawsuits arising from this LSA shall be brought in Wisconsin Circuit Court for Waukesha County, and the Parties waive objections to personal jurisdiction there.
- 9.4 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 9.5 Severability and Amendment If any particular provision of this LSA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LSA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LSA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By:

Printed:

Title:

Date:

Customer or Agency ("The Customer")

By:

Printed: Shawn Reilly

Title: Mayor

Date:

Customer or Agency ("The Customer")

By:

Printed: Katie Panella

Title: City Clerk

Date:

EXHIBIT A – PRICE AND COMPENSATION
City of Waukesha WI

| <u>MaintStar Software Licensing</u> | | | | |
|--|-------------|---|-------------------|---------------------|
| <u>Line Item</u> | <u>Qty.</u> | <u>Description</u> | <u>Unit Price</u> | <u>Ext. Price</u> |
| 1 | 1 | LMS Enterprise Site Software License Fee Enterprise Land Management System Unlimited Admin, Supervisor and Internal User Count <ul style="list-style-type: none"> • Permitting • Planning & Zoning • Code Enforcement • Business Licenses • Activities - Inspections, Fire Inspections, Review • Public Web Portal - Citizen Request • Mobile Application | \$ 85,000.00 | \$ 85,000.00 |
| 2 | 1 | EPR Software License Fee Enterprise Electronic Plan Review System Five (5) Concurrent User License | Included | \$ 19,500.00 |
| | | TOTAL LICENSING | | \$104,500.00 |

| <u>MaintStar Professional Services - Implementation</u> | | | | |
|--|-------------|--|-------------------|---------------------|
| <u>Line Item</u> | <u>Qty.</u> | <u>Description</u> | <u>Unit Price</u> | <u>Ext. Price</u> |
| 1 | 1 | Project Management | \$ 29,500.00 | \$ 29,500.00 |
| 2 | 1 | Configuration and Implementation (LMS) | No Charge | \$ 0.00 |
| 2 | 1 | Configuration and Implementation (EPR) | \$ 9,500.00 | \$ 9,500.00 |
| 3 | 1 | Data Extract, Transform, Load (ETL) | \$ 19,500.00 | \$ 19,500.00 |
| 4 | 1 | Training – 5 Days On-Site LMS and EPR | \$ 20,000.00 | \$ 20,000.00 |
| | | TOTAL PROFESSIONAL SERVICES | | \$ 78,500.00 |

| <u>MaintStar Professional Services - Integration</u> | | | | |
|---|-------------|------------------------------------|-------------------|-------------------|
| <u>Line Item</u> | <u>Qty.</u> | <u>Description</u> | <u>Unit Price</u> | <u>Ext. Price</u> |
| 1 | 1 | ESRI ArcGIS | Standard | \$ 0.00 |
| 2 | 1 | Microsoft Exchange 365/Office | Standard | \$ 0.00 |
| 3 | 1 | Microsoft Active Directory SSO | Standard | \$ 0.00 |
| | | TOTAL PROFESSIONAL SERVICES | | \$0.00 |

| <u>MaintStar First Year Total Summary</u> | | | | |
|--|-------------|---|--|----------------------|
| <u>Line Item</u> | <u>Qty.</u> | <u>Description</u> | | <u>Ext. Price</u> |
| | | TOTAL FIRST YEAR COSTS – MAINTSTAR LMS/EPR | | \$ 183,000.00 |

EXHIBIT A – PAYMENT MILESTONES
City of Waukesha WI

| MaintStar Payment Milestones | | | | |
|-------------------------------------|--|--|--|----------------------|
| 1 | | Milestone 1 - Project Commencement License Due at Commencement | | \$ 104,500.00 |
| 2 | | Milestone 2 – Project 90 Days 50% of Professional Services | | \$ 39,250.00 |
| 3 | | Milestone 3 – Project Go Live 50% of Professional Services | | \$ 39,250.00 |
| | | TOTAL FIRST YEAR COSTS – MAINTSTAR LMS/EPR | | \$ 183,000.00 |

EXHIBIT A –RECURRING ANNUAL FEE
City of Waukesha WI

| MaintStar Professional Services - Single Annual Recurring * | | | | |
|--|------|---|--|----------------------|
| Line Item | Qty. | Description | | Ext. Price |
| 1 | 1 | First Year Investment Includes Professional Services for Deployment | | \$ 0.00 |
| 2 | 1 | Year 2 Annual Recurring Fee Due on 12 months from Go Live | | \$ 104,500.00 |
| 3 | 1 | Year 3 Annual Recurring Fee Due on 24 months from Go Live | | \$ 107,635.00 |
| 4 | 1 | Year 4 Annual Recurring Fee Due on 36 months from Go Live | | \$ 110,864.05 |
| 5 | 1 | Year 5 Annual Recurring Fee Due on 48 months from Go Live | | \$ 114,189.97 |
| | | TOTAL FIVE YEAR COSTS – MAINTSTAR LMS | | \$ 437,189.02 |
| * Year 2 not subject to CPI. CPI for subsequent years is 3%. | | | | |

EXHIBIT A – OPTIONAL CUSTOM INTERFACE DEVELOPMENT
City of Waukesha WI

| <u>MaintStar Professional Services - Custom Integration - Optional</u> | | | | |
|---|-------------|--|-------------------|---------------------|
| <u>Line Item</u> | <u>Qty.</u> | <u>Description</u> | <u>Unit Price</u> | <u>Ext. Price</u> |
| 1 | 1 | CardConnect Payment Gateway | \$ 0.00 | \$ 0.00 |
| 2 | 1 | Tyler Munis ERRP | \$ 9,500.00 | \$ 9,500.00 |
| 3 | 1 | Laserfiche DMS - Tier I | \$ 9,500.00 | \$ 9,500.00 |
| 4 | 1 | First Due Fire Inspection System | \$ 9,500.00 | \$ 9,500.00 |
| 5 | 1 | MS Power BI Reporting | \$ 9,500.00 | \$ 9,500.00 |
| 6 | 1 | Weather Information (Real Time) | \$ 9,500.00 | \$ 9,500.00 |
| | | TOTAL PROFESSIONAL SERVICES DEVELOPMENT | | \$ 84,500.00 |

EXHIBIT A – OPTIONAL CUSTOM INTERFACE SUPPORT
City of Waukesha WI

| <u>MaintStar Professional Services - Custom Interface Support</u> | | | | |
|--|-------------|--|--|---------------------|
| <u>Line Item</u> | <u>Qty.</u> | <u>Description</u> | | <u>Annual Fee</u> |
| 1 | 1 | CardConnect Payment Gateway | | \$ 0.00 |
| 2 | 1 | Tyler Munis ERRP | | \$ 3,000.00 |
| 3 | 1 | Laserfiche DMS - Tier I | | \$ 3,000.00 |
| 4 | 1 | First Due Fire Inspection System | | \$ 3,000.00 |
| 5 | 1 | MS Power BI Reporting | | \$ 3,000.00 |
| 6 | 1 | Weather Information (Real Time) | | \$ 3,000.00 |
| | | TOTAL PROFESSIONAL SERVICES DEVELOPMENT | | \$ 15,000.00 |

PROJECT OVERVIEW

Introduction

This Scope of Work delineates the team, software, and services required to ensure the successful deployment of the MaintStar Land Management System (LMS) and Electronic Plan Review (EPR) for the City of Waukesha. It outlines the project phases, key milestones, and proposed timeline to facilitate an effective and timely implementation. Ed Rought shall serve as the MaintStar Project Manager and will act as the principal point of contact for all project communications.

Project Team

Ed Rought, Project Manager
Vladimir Buskin, Chief Engineer
Victor Reinhart, Database Engineer/GIS Engineer
Anel Begildayeva, Integration Engineering Tier II
David McElroy, Director of Training, Project Sponsor
Kadrick Everson, Dedicated Support Engineer

Project Goals

MaintStar LMS enables strategic land management by supporting holistic planning, zoning, future land use, permitting, code enforcement, business licensing, and tax operations. With efficient data collection, workflow automation, activity assignment, and record-keeping, LMS facilitates effective management and stewardship of community land.

The City of Waukesha deployment will include the following record types, modules, and functionality. Implementation will encompass any segmentation, divisions, and workgroup structures necessary for simplicity of use and security.

Application Implementation

- Permitting
- Planning
- Code Enforcement
- Licensing
- Inspections
- Reviews
- Plan Reviews
- Public Portal
- Fees and Payment Processing
- Forms and Reporting

- Administration and Supervisor Interface
- ESRI, MS Exchange, MS Active Directory, CardConnect Integration
- Custom Integration to be specified by Waukesha

Professional Services Performed

The MaintStar Project Team with guidance from the City of Waukesha Project Team, will provide these services.

- Provide a dedicated, secure AWS GovCloud MaintStar LMS hosting infrastructure.
- Identify and inventory all City of Waukesha record types, activity types, fees, forms and reports from legacy sources, including Permits, Planning, Code Enforcement and Licensing activities.
- Extract all legacy data, perform transform and load into MaintStar LMS
- Deploy and connect standard interfaces to ESRI ArcGIS, Microsoft Exchange 365, Microsoft Active Directory SSO, and CardConnect.
- Define, develop, document, connect, and deploy custom interfaces as contracted for by the City of Waukesha.
- Track and validate the LMS operation against a Requirements Traceability Matrix (RTM)
- Actively suggest and confirm the deployment of operation efficiencies and tools to increase productivity and ease of LMS use.
- Once LMS is validated and approved, transition the system into a smooth, trouble-free production operation.
- Complete the project to the contracted cost and approved schedule.

Methodology

The MaintStar Project Team will develop a Project Plan to achieve the Project Goals. This plan will include a Work Breakdown Schedule (WBS). MaintStar recognizes that every project is unique. The Project Plan will outline work descriptions, objectives, tasks, inputs, outputs or deliverables, assumptions, and responsibilities.

Governance

Project governance is the framework for making Project decisions. It ensures a decision-making process that is logical, robust, and consistent.

To sustain project momentum and expedite decisions, the MaintStar Project Manager and City of Waukesha Project Lead will jointly address Project challenges according to established escalation protocols. The MaintStar Project Manager has the authority to allocate additional resources, while City of Waukesha stakeholders serve as the initial escalation point to assess issues before further escalation.

Requirements Review and Organizational Change Management

LMS requirements will be reviewed, finalized, and validated by MaintStar and Waukesha Project Teams (including subject matter experts (SMEs)), facilitated through a Requirements Traceability Matrix (RTM).

During deployment, additional requirements may be identified. Through the Organization Change Management process, these requirements will be documented and analyzed to assess their potential impact on any project. The MaintStar and Waukesha Project Teams will make mutual decisions regarding new requirements, including those within or outside the project scope, and determine whether they are included in the Project Plan.

Management of Scope and Project Change

ANSI/PMI Project Management provides guidance and standards to facilitate analysis and management of the project scope and change.

- Risk
- Fiscal Implications
- Business Value
- Benefits Realized

MaintStar and Waukesha Project Teams will continuously communicate, cooperate, and remain aware of these factors and their impact on the project throughout its duration. To maintain a system of record, scope or project changes (including decision analysis) will be retained in the Project Management Tool.

Acceptance Process

To maintain project cadence and ultimate success, coordination of the validation and acceptance process is essential. The Waukesha Project Lead will strive to gain deliverables and decision approvals from all authorized representatives. Given that the designated decision-maker for each department may not always be available, a designated proxy must be established for each decision point in the Project. The assignment of each proxy will be the responsibility of the leadership from each department. The proxies will be named individuals with the authorization to make decisions on behalf of their department.

PROJECT PLANNING AND MANAGEMENT

MaintStar will provide the City of Waukesha with a dedicated Project Manager, Ed Rought, and a professional implementation team. In consideration of LMS requirements, custom interfaces, and project timelines, a project plan will be developed, mutually approved, and consisting of the following:

- Kick Off Meeting
 - Project Team Introductions
 - Timelines and Deliverables
 - Establish Meeting and Project Reporting Intervals
- Infrastructure and LMS Preparation
 - Establish the dedicated, secure AWS GovCloud MaintStar LMS hosting infrastructure
 - Configure LMS foundation, report engine, email, attachments, and core settings
 - Prepare and configure LMS specific modules for Waukesha
- Requirements and Business Process Analysis
 - Assessment of existing system and operational processes and procedures
 - GAP analysis and documentation of process improvement opportunities
 - User Interviews and requirements traceability matrix (RTM)
- Data Analysis and Conversion
 - Identify and obtain extraction of all legacy data sources
 - Develop database crosswalk and mapping document
 - Conduct a test import of existing legacy records
 - Data validation against legacy records
 - Perform conversion of legacy data Record Types
 - Permitting
 - Planning
 - Code Enforcement
 - Licensing
 - Inspections
 - Reviews
 - Plan Reviews
- Record Type Provisioning, Implementation and Configuration
 - Permitting
 - Planning
 - Code Enforcement
 - Licensing
 - Inspections
 - Reviews
 - Plan Reviews

- Screen Configurations
 - Work Flow Automation and Record Routing
 - Inspections and Associated Inspection Checklists
 - Plan Reviews, Versioning and Workflow Configuration
 - Connect Standard Interfaces
 - Standard Interface Connection ESRI GIS
 - MS Exchange 365
 - MS Active Directory SSO
 - Custom Interfaces as contracted
 - Tyler Munis ERP
 - Laserfiche DMS
 - First Due Fire Inspection
 - MS Power BI Reporting/Data Visualization
 - Weather reporting
 - Public Portal
 - Reports, KPI Dashboards, and Queries
-
- User Acceptance Testing
 - Milestone Sign Off
 - Go Live and Post Go Live Support

Shared Responsibilities

MaintStar will provide dedicated, professional staff to ensure project success. If a team member change is required, MaintStar will notify the City of Waukesha and seek approval.

MaintStar requests that the City of Waukesha provide primary and designated backup staff with sufficient time and technical skills. Both team members will be introduced, and their roles explained, at the initial project kickoff meeting. The City of Waukesha Project Lead can coordinate meeting attendees to ensure the efficient use of personnel time.

To facilitate database extraction, transform, and load (ETL) into MaintStar LMS, the MaintStar Team will require timely data exports. The team will also need access to existing databases, applications, and data sources.

MaintStar Project Hour Estimates

- Project Manager - 200 Hours
- Implementation - 160 Hours
- Configuration – 200 Hours
- Custom Integration - 40 to 120 Hours (based on final selection)
- Data ETL – 120 Hours
- Report Development – 40 Hours
- Validation Testing – 80 Hours
- Training and Documentation – 60 Hours
- Transition to Production – 40 Hours

Total Estimated Hours: 940 to 1020 Hours

City of Waukesha Project Hour Estimates

Throughout the project, the following City staff resources may be required. All efforts will be made to coordinate project phases with the City of Waukesha stakeholders to make optimal use of City resources. The chart below provides a list of typical resources and time expectations.

- Project Manager - 60 Hours
- Implementation – 100 Hours
- Configuration – 20 hours
- Custom Integration – 0 to 40 Hours (final to be determined based on approvals)
- Data ETL – 40 Hours
- Report Development – 20 Hours
- Validation Testing – 40 Hours
- Training and Documentation – 40 Hours
- Transition to Production – 40 Hours

Total Estimated Hours: 360 to 400 Hours

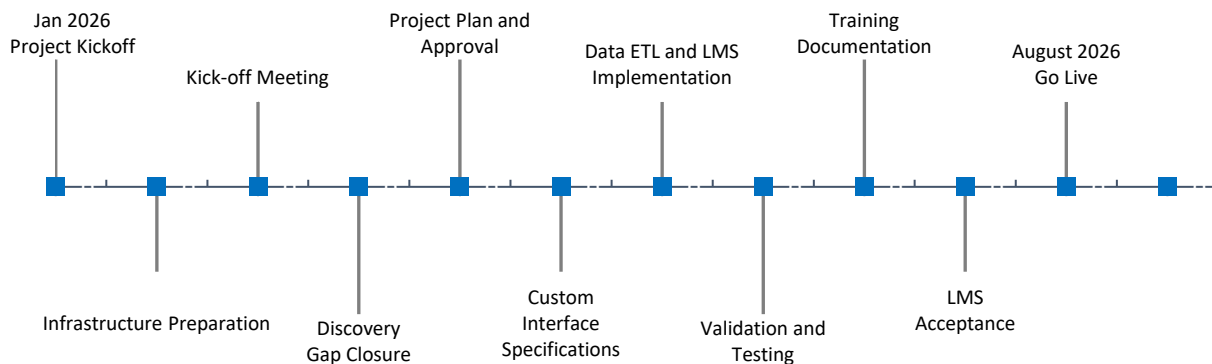
These estimates are not fixed and are provided to give the City of Waukesha a resource expectation. Both parties should be aware that occasionally additional resources may be needed to overcome unexpected changes or obstacles. MaintStar will do its best to perform resource leveling and loading throughout the project to maintain cadence and manage resources effectively.

Access to legacy data sources and existing applications designated for integration is crucial to maintaining the project's schedule. MaintStar's Project Team will do its best to provide collaborative tools that maximize City resources and allow contributions at the most optimal time of day.

Meetings and Updates

Regularly scheduled meetings are crucial for ensuring continuous two-way communication, managing expectations, tracking achievements, and approaching project milestones. MaintStar recommends scheduling weekly meetings to discuss actions, address issues, and review timely project-related items. At a minimum, project managers and technical leads should be available for these meetings. The City Project Lead can manage attendees to avoid normal workload obligations for the technical leads.

Proposed Project Timeline



Milestones and Phases

1. Planning and Discovery
2. Design
3. Configuration
 - Standard Integration
 - Custom Integration
 - Screen Customization
 - Workflow and Processes
4. Data ETL
5. User Acceptance
6. Training and Transition
7. Go Live and Operations

TRAINING, TRANSITION AND SUPPORT

Training Plan and Method

End-user training is a critical part of any successful software implementation. The MaintStar Team will create a training plan and associated training documentation. The City of Waukesha will approve the final training plan.

The majority of training will be conducted on the City of Waukesha test environment to ensure the most accurate and seamless transition for users to production. Training will utilize the shadow method (show-you-show-me) to provide training metrics and confirm the acquisition of user skills.

Five (5) days of onsite training and optional web conference training will be provided to ensure staff are prepared for the production deployment of LMS. The training schedule will include sufficient lead time to ensure both parties can provide adequate resources, attendance, and appropriate materials/documentation.

Transition to Production

After training, both Project Teams will initiate the transition to production (Go-Live) plan. The transition will include a final assessment to ensure that all aspects of the LMS are ready for transition and operating properly. An emphasis is placed on all public-facing modules (MaintStar LMS Public Portal). Transition will include a discussion of enduring operations and how support and assistance are to be provided (including training refreshes and operational assistance). Readiness testing should be iterated as necessary to ensure a successful transition.

Readiness test includes:

- Conditions for Transition: City of Waukesha acceptance of reports, screen customizations, data import, record types and activities setup, workflow configuration, user accounts, fee schedules, public portal setup and application wizards, and critical setup tables.
- Pre-requisites for Transition: Subject Matter Expert crossover training, end-user training, access to the legacy database, the City of Waukesha communications and outreach to any points of impact (internal/external customers/contractors), and risk assessment and mitigation.
- System Transition: MaintStar to run the final conversion, usually on a Thursday and Friday, reserving Saturday and Sunday for any unforeseen discoveries or adjustments. MaintStar advises the City of Waukesha to shut down the legacy LMS system(s) during this time and commit to running on paper. This process will avoid any legacy and LMS system data discrepancies.
- Post Transition: MaintStar Project Team and Support will be available to provide production support. The City of Waukesha can schedule the retirement of the legacy system.

On-Going Support and Operations

To ensure a seamless hand-off to MaintStar Ongoing Support Services, thirty (30) days following the LMS production cutover, MaintStar will provide direct support to the customer to ensure the application performs as expected. This support will be coordinated through regular meetings with the Project Team(s). Additionally, the City of Waukesha will be introduced to its Dedicated Support Engineer (DSE).

After thirty (30) days of trouble-free post-cutover operations, the City of Waukesha will transition to the regular support model, as outlined below.

| MaintStar Support Response Metrics | |
|--|--|
| Support Hours | 6 AM - 5 PM PST Monday – Friday. See Observed Holidays |
| Tier I - Critical Unavailable System/Breach | Response < 15 minutes Resolution < 45 minutes |
| Tier I - Issues | Client may contact their DSE (24x7) for any Tier 1 issue via SMS message |
| Tier II - Crucial Function Unavailable | Response < 45 minutes Resolution < 90 minutes |
| Tier III - Support Level Routine Support | Response < 120 minutes Resolution < One business day |

| MaintStar Support - Observed Holidays | |
|--|----------------------------|
| 1. | New Year's Day |
| 2. | Martin Luther King Jr. Day |
| 3. | Memorial Day |
| 4. | Juneteenth Day |
| 5. | Independence Day |
| 6. | Labor Day |
| 7. | Veterans Day |
| 8. | Thanksgiving Day |
| 9. | Day after Thanksgiving |
| 10. | Christmas Day |

| MaintStar Infrastructure Availability Warranty* | |
|---|-----------------------------------|
| Monthly Uptime | Credit |
| Greater than or equal to 99.95% | None |
| Less than 99.95% but greater than or equal to 99.0% | 15% of pro-rated monthly hosting |
| Less than 99.0% but greater than or equal to 95% | 35% of pro-rated monthly hosting |
| Less than 95.0% | 100% of pro-rated monthly hosting |
| *Uptime is calculated on a calendar month basis as $U=O/(M-P)*100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month. | |

Reporting Issues and Service Requests

Customers can report issues in four ways:

- Utilize the Issue Tracker within the MaintStar LMS
- Call Support at (800) 255-5675 - Non-Tier I
- Contact their DSE - Kadrack Everson
- Visit [Support.Maintstar.com](https://support.maintstar.com)

Project Closeout

Project Closeout signifies the final acceptance of the LMS and the formal closure of the Project, ensuring that all project goals and objectives have been achieved. At this time, the City of Waukesha may elect to pursue additional features, new requirements, continuous improvement Projects, interfaces, or build upon the LMS in general. Project closeout requires:

- Mutual confirmation that no pending issues remain for the project teams to resolve.
- Determine a proper knowledge transfer to the City of Waukesha teams for key processes and subject areas has occurred.