# EXHIBIT A TO RESOLUTION



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

## SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. The Business Travel Policy is attached as <u>Schedule 1</u> to <u>Exhibit B</u>.
- **"Client**" means the City of Napa, including all of its departments, component units and other entities controlled by the City or for which the City provides administrative services.
- **"Data"** means all of your data necessary to utilize the Tyler Software or other information stored within the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions, including the responses to the functional requirements in Exhibit F, any Documentation, or set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary. Users accessing the software to perform self-service tasks such as employee self-service, citizen self-service, vendor self-service, time entry, workflow approvals, dashboard inquiries or utilizing other reporting features of the software are exempt from the Defined Concurrent User count.
- **"Deliverable"** means the items identified in the Statement of Work and produced for the Client.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software, including, as of the Effective Date, Eclipse Corporation.
- **"Disaster"** means any event which results in Tyler having to transfer hosting over to its reserve systems.
- **"Documentation"** means any online or written documentation made available to all other Tyler clients related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-

R2020-__

Page 1 of 181

help documentation.

- **"Effective Date"** means the date by which both parties' authorized representatives have signed the Agreement.
- **"EULA"** means an end user license agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** or **"SOW"** means the plan describing how our professional services will be provided to implement the Tyler Software for the Client, and outlining the parties' roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the EULA(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary or identified in Exhibit D.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you", "your"** and similar terms mean Client.

**SECTION B – SAAS SERVICES**

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your reasonable business purposes consistent with terms of this Agreement. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge

that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2.  SaaS Fees. You agree to pay us the SaaS Fees in exchange for receiving Tyler's SaaS Services. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you increased SaaS Fees, commensurate with the overage(s). For the avoidance of doubt, we will not retroactively increase SaaS Fees to cover prior use, SaaS fees will only be increased for future periods.

3.  Ownership.

    3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. To the extent any Deliverable is created by Tyler under this Agreement, Tyler shall grant a perpetual license for you to use, copy, modify, and create derivative works from said Deliverable for your reasonable business purposes. Such reasonable business purposes shall not include distribution or sale outside of your organization or that of your consultants, contractors, and business partners. Your rights to use the Deliverable are perpetual, but may be revoked if you do not comply with the terms of this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

    3.2 The Documentation is licensed to you and may be used and copied by your employees for your reasonable business purposes.

    3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4.  Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; provided, however, that your consultants, contractors, and business partners may access the SaaS, Tyler Software, Documentation, or Deliverables under your direction to the extent required for them to provide services to you, any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement, and you shall be liable for any failure of any such third party to abide by the terms and conditions of this Agreement; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any

third party other than as expressly permitted by this Agreement.

5. <u>Software Warranty</u>.  We warrant that the Tyler Software will perform without Defects during the term of this Agreement.  If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. <u>SaaS Services</u>.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for the duration of the Agreement.  Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent.  Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center.  Any hosting in a third-party data center shall be subject to your approval, which approval not to be unreasonably withheld.  In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers. Any data center used to host the Client shall be located in the United States.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure.  In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible, and to ensure no data loss in excess of twenty-four hours in any event.  In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster.  For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare.

   6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours.  For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

   6.5 We conduct annual penetration testing of either the production network and/or web application to be performed.   We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity.  We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols.  We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request.  You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and

unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule at no additional cost. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request. In the event the client specific test is not successful, Tyler shall repeat the client-specific test.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – OTHER PROFESSIONAL SERVICES

1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees not to exceed the amounts listed in the Invoicing and Payment Policy in exchange for accepted services described in the Statement of Work. Those amounts are payable in accordance with our Invoicing and Payment Policy upon acceptance of agreed upon milestones in accordance with this Agreement.

3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs required for the project based on mutual understanding of the specifications you supplied. If additional work is required to provide services not currently in the scope of services, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for of the time period set forth in the quote. Client is not responsible for any additional charges without a mutually agreeable change order.

# EXHIBIT A TO RESOLUTION

4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments.  Therefore, if you routinely cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), for any personnel resources that are not solely dedicated to you, you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. <u>Services Warranty</u>.  We will perform the services in a professional, workmanlike manner, consistent with industry standards and in compliance with all applicable laws and regulations. We shall staff the project with a sufficient number of skilled and experienced resources to ensure completion of the project in a commercially reasonable timeframe and that Services will conform to the specifications, including the Functional Requirements in Exhibit F and other requirements of the SOW.  In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. <u>Site Access and Requirements</u>.  At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. <u>Background Checks.</u> For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies and Tyler shall be responsible for ensuring that all employees are trained and knowledgeable in current security and confidentiality standards that may apply to this Agreement.

8. <u>Client Assistance</u>.  You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. We will use all reasonable efforts to provide advanced notice of upcoming tasks, including preparing and maintaining a detailed project plan, and you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation.  This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.  We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. The Client will use the following acceptance process for each Phase, as defined in the SOW:

9.1 Client will have a maximum of a thirty (30) calendar day "Test Period" to use and test the System in in a live production environment after go-live  for and report documented Defects. If there are no Defects reported during the Test Period the Client shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client reports a documented Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement.  Upon resolution of a Defect during the Test Period, Client may re-perform testing related to the resolution for a Defect for a maximum of fifteen (15) calendar

days.  This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Project Closure and/or Final Acceptance.

10. <u>Maintenance and Support</u>.  For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, subject to your right to dispute invoices in accordance with Section E of this Agreement, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

10.1       perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version, the immediately prior version, and any other versions released in the past twelve (12) months);

10.2       provide telephone support during our established support hours;

10.3       maintain personnel that are sufficiently trained to  provide maintenance and support services for the Tyler Software and Third Party Software, if any;

10.4       make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

10.5       provide support for issues not defined as Defects for prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely.  Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix.  Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s).  We will, at our option, use the secure connection, upon approval by the Client, to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols.  If we cannot resolve a support issue remotely, we will provide onsite services upon Client's request.  In such event,  we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control.  In either case, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us consistent with any Client security policies and/or operating hour restrictions.  We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours for non-critical issues, as listed in our then-current Support Call Process.  Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates upon acceptance of a

mutually agreed upon change order.  You must request those services with at least one (1) weeks' advance notice.

11. <u>Key Personnel</u>. We will provide the Client with resumes of the Key Personnel assigned to Client by us within thirty (30) days of the kick-off date of each project phase as identified in the Statement of Work. For purposes of this paragraph, Key Personnel shall be defined in the Statement of Work.  Client acknowledges and agrees that our assignments are subject to our reasonable discretion.  Client further agrees that it will not unreasonably request to change those assignments, in light of the proposed task and the complement of experience levels on the project team.  If we, in our sole discretion, agree to withdraw a proposed assignment based on the Client's request, we will resubmit a resume for the replacement candidate, which the Client may review within the same timeframes, and according to the same standards, set forth above.  In the event that the Client's review and approval process threatens to result in project delays, we will advise Client of such potential, and Client will grant us reasonable extensions in the project schedule to accommodate any such delay.

Tyler agrees to use commercially reasonable efforts to maintain consistency of Key Personnel. Tyler further agrees to not remove Key Personnel: (i) due to promotion of that Key Personnel; or (ii) to assign said Key Personnel to a more lucrative/prioritized project.  In all other cases, Tyler's removal and/or reassignment of Key Personnel is subject to its reasonable discretion.

In the event that Tyler's personnel, whether or not such personnel has been designated as Key Personnel, provide services that do not conform to the warranties provided herein, we  will be given an opportunity to correct the deficiency.  In the event the deficiency persists, the Client may require the removal of the personnel in question.  In the event of such a removal, we shall, within thirty (30) days, fill this representative vacancy.  Notwithstanding the foregoing, Client and Tyler agree to work towards a mutually agreeable remedy in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the SOW and any project plans.

### SECTION D – THIRD PARTY PRODUCTS

1. <u>Third Party Hardware</u>.  We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary.  Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. <u>Third Party Software</u>.  As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only.  Your rights to the Third Party Software will be governed by the Third Party Terms.

3. <u>Third Party Products Warranties</u>.

   3.1  We are authorized by each Developer to grant access to the Third Party Software.

   3.2  The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3  You acknowledge that we are not the manufacturer of the Third Party Products.  We do not

warrant or guarantee the performance of the Third Party Products.  However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. <u>Third Party Services</u>.  If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. <u>DocOrigin Software.</u>
   5.1 Tyler has the authority to license and is licensing the DocOrigin software to Client in connection with Client's licensing of Tyler ReadyForms Processing, including any new releases of Tyler ReadyForms Processing.
   5.2 Tyler uses DocOrigin software as part of Tyler's Tyler ReadyForms Processing software and whereas Tyler provides a license for a set number of Defined Concurrent Users for Tyler ReadyForms Processing, Section 1.4 of the EULA does not apply to the Client's use of the Software, and the Client will not have Evaluation, Development or Testing Licenses so Sections 1.2 and 1.3 of the EULA do not apply.

**SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. <u>Invoicing and Payment</u>.  We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice.  The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice.  We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. In the event of a dispute relating to only certain line items in an invoice, we, at our option, may either (a) wait to collect on the full invoice until the disputed line items are resolved according to the provisions of this Section E(2); or (b) void the initial invoice, reissue an invoice for the undisputed line items only, and issue an invoice for the disputed line items once those line items are resolved according to the provisions of this Section E(2).  If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of any amounts included on the invoice for work completed by Tyler but impacted by the Client's failure to perform assigned action items. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

**SECTION F – TERM AND TERMINATION**

1. <u>Term</u>.  The initial term of this Agreement is Five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below.  Upon expiration of the

initial term, this Agreement will renew automatically for an additional five (5) year term. Fees for this renewal term will be the lesser of: (i) Tyler's then-current rates; or (ii) a five (5) percent increase over the fees charged for the initial term. Subsequent renewals will be upon the mutual agreement of the parties. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

   2.5 <u>Convenience</u>. The Client may unilaterally terminate this Agreement for convenience upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

   2.6 <u>Disentanglement</u>. In the event of any termination, Client and Tyler shall mutually agree upon "wind down" disentanglement procedures to include, without limitation, the scope, staffing, and costs required by such procedures. Such services shall be paid to Tyler on a time and materials basis at Tyler's then-current rates. In the event of any termination, Tyler shall deliver Client Data in a SQL or other commercially reasonable form to Client at no additional cost.

**SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. <u>Intellectual Property Infringement Indemnification</u>.

# EXHIBIT A TO RESOLUTION

1.1 To the fullest extent permitted by law, we will indemnify, defend and hold harmless you and your elected and appointed officials, officers, agents and employees against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).  You must notify us promptly in writing of the claim and give us sole control over its defense or settlement.  You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in violation of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.  Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.  This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 To the fullest extent permitted by law, we will indemnify, defend and hold harmless you and your agents, elected and appointed officials, officers, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct;  (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement, or (c) violation of our Confidentiality obligations as set forth in Section H.17.  You must notify us promptly in writing of the claim and give us sole control over its defense or settlement.  You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your sole or active negligence or willful misconduct; or your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement.  We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. <u>DISCLAIMER</u>. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. <u>LIMITATION OF LIABILITY</u>. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) MULTIPLIED BY THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO (2) MULTIPLIED BY THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE DEEMED JOINTLY OR SERVERALLY LIABLE FOR ANY AMOUNTS AWARDED AGAINST ANOTHER OR LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000 per occurrence; (b) Automobile Liability of at least $1,000,000 per accident, combined single limit; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with California statutory requirements of $1,000,000 per accident, including but not limited to coverage for workers compensation and employer's liability and a waiver of subrogation against the City, its officials, officers, agents, and employees; (e) Cyber Liability coverage of at least $5,000,000; and (f) Excess/Umbrella Liability of at least $5,000,000. We will add the Client as an additional insured to our Commercial General Liability and Automobile Liability policies and waive subrogation thereunder, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. The City, it's officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Tyler. The coverage will contain no special limitations on the scope of protection afforded to the above. Tyler's insurance is primary for claims under Tyler's CGL or Auto policies that arise out of or related to the contract and are between Tyler and Client. We will provide you with copies of certificates of insurance upon your written request. Your rights as an additional insured are not subject to the limitation of liability in section G(4) or the exclusion of certain damages in section G(5).

**SECTION H – GENERAL TERMS AND CONDITIONS**

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates

set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum.  If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum.  The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2.  <u>Optional Items</u>.  Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.

3.  <u>Dispute Resolution</u>.  You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute.  You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative.  Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed.  All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule.  At any time, either of us may assert our respective rights and remedies in a court of competent jurisdiction.  Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4.  <u>Taxes</u>.  The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax.  If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate.  Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes.  If you have a valid direct-pay permit, you agree to provide us with a copy.  For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5.  <u>Nondiscrimination</u>.  We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement.  This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.  We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6.  <u>E-Verify</u>.  We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7.  <u>Subcontractors</u>.  We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8.  <u>Binding Effect; No Assignment</u>.  This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure.  Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries.  This Agreement is entered into solely for the benefit of you and us.  No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.  This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment.  This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory.  Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.  This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability.  If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver.  In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor.  We are an independent contractor for all purposes under this Agreement.

15. Notices.  All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice.  The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists.  You agree that we may identify you by name in client lists, marketing presentations, and promotional materials, but not in the context of endorsing our products or services.

17. Confidentiality.  Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties.

# EXHIBIT A TO RESOLUTION

Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law.  Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents.  The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement.  This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the California Public Records Act, Government Code Sections 6250 *et seq.*; provided, however, that in the event you receive California Public Records Act request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. <u>Business License</u>.  Tyler shall obtain and maintain during the Term of the Agreement a City of Napa business license.

19. <u>Governing Law; Venue</u>.  This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

20. <u>Multiple Originals and Authorized Signatures</u>.  This Agreement may be executed in multiple originals, any of which will be independently treated as an original document.  Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. <u>Cooperative Procurement</u>.  To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions.  We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. <u>Contract Documents</u>.  This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |
| Exhibit F | Functional Requirements |

In the event of a conflict in this Agreement or any of the Exhibits to this Agreement, both Tyler

# EXHIBIT A TO RESOLUTION

and the Client agree:

    a) This Agreement supersedes conflicting terms in any of the Exhibits.

    b) The scope of the project defined by the Functional Requirements in Exhibit F shall take precedence over any conflicting statements in Exhibit E, unless the statements in Exhibit E provide additional context and/or detail to the Functional Requirements.

    c) Exhibit B contains the final and agreed upon pricing for the Agreement

        IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**
**CITY OF NAPA, a California charter city**

By: _____
       Steve Potter
       City Manager

**ATTEST:**

_____
Tiffany Carranza, City Clerk

Date: _____
       ("**Effective Date**")

**COUNTERSIGNED:**

_____
Sasha Payaslian, City Auditor

**APPROVED AS TO FORM:**

_____
Michael W. Barrett, City Attorney

**CONSULTANT:**
**TYLER TECHNOLOGIES, INC.**

By: _____
       Rob Kennedy-Jensen
       Director of Contracts

By: _____
       Colin Hay
       Corporate Attorney

**tyler** technologies

**Exhibit A**
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement.  This Investment Summary is effective as of the Effective Date.  Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

For the avoidance of doubt, in the event of a conflict between the comments in the Investment Summary and a term or condition in the Agreement, including the Statement of Work, the term or condition in the Agreement or Statement of Work shall control.

*Tyler sales quotation to be inserted prior to Agreement execution.*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

# EXHIBIT A TO RESOLUTION

| | |
|---|---|
| Quoted By: | Kyle M. Johnson |
| Date: | 2/21/2020 |
| Quote Expiration: | 3/31/2019 |
| Quote Name: | City of Napa-ERP-Munis |
| Quote Number: | 2018-61976-7 |
| Quote Description: | City of Napa - SaaS RFP Quote v.3 122418 |

**Sales Quotation For**

City of Napa

PO Box 660

955 School Street

Napa, CA  94559-0660

Phone +1 (707) 257-9637

| **SaaS** | | | **One Time Fees** | | |
|---|---|---|---|---|---|
| Description | # Years | Annual Fee | Impl. Hours | Impl. Cost | Data Conversion |
| **Financial:** | | | | | |
| Accounting/GL | 5.0 | $49,305.00 | 0 | $0.00 | $12,300.00 |
| Accounts Payable | 5.0 | $15,197.00 | 0 | $0.00 | $0.00 |
| Budgeting | 5.0 | $15,197.00 | 0 | $0.00 | $0.00 |
| Capital Assets | 5.0 | $14,512.00 | 0 | $0.00 | $3,500.00 |
| Cash Management | 5.0 | $10,198.00 | 0 | $0.00 | $0.00 |
| Contract Management | 5.0 | $6,599.00 | 0 | $0.00 | $5,000.00 |
| Employee Expense Reimbursement | 5.0 | $5,399.00 | 0 | $0.00 | $0.00 |
| Project & Grant Accounting | 5.0 | $10,912.00 | 0 | $0.00 | $5,000.00 |
| Purchasing | 5.0 | $24,595.00 | 0 | $0.00 | $3,000.00 |
| **Human Capital Management:** | | | | | |
| Human Resources & Talent Management | 5.0 | $11,141.00 | 0 | $0.00 | $0.00 |
| Payroll w/ESS | 5.0 | $14,226.00 | 0 | $0.00 | $17,400.00 |
| **Revenue:** | | | | | |
| Accounts Receivable | 5.0 | $12,569.00 | 0 | $0.00 | $0.00 |
| Central Property File | 5.0 | $1,768.00 | 0 | $0.00 | $0.00 |

# EXHIBIT A TO RESOLUTION

**SaaS**

| Description | | # Years | Annual Fee | One Time Fees | | |
| --- | --- | --- | --- | --- | --- | --- |
| | | | | Impl. Hours | Impl. Cost | Data Conversion |
| General Billing | | 5.0 | $7,142.00 | 0 | $0.00 | $5,300.00 |
| Tyler Cashiering | | 5.0 | $18,282.00 | 0 | $0.00 | $0.00 |
| UB Interface | | 5.0 | $7,541.00 | 0 | $0.00 | $0.00 |
| Utility Billing CIS | | 5.0 | $28,280.00 | 0 | $0.00 | $29,900.00 |
| **Productivity:** | | | | | | |
| Citizen Self Service | | 5.0 | $12,569.00 | 0 | $0.00 | $0.00 |
| Munis Analytics & Reporting (SaaS) | | 5.0 | $10,351.00 | 0 | $0.00 | $0.00 |
| Tyler Content Manager SE | | 5.0 | $17,140.00 | 0 | $0.00 | $0.00 |
| Tyler ReadyForms Processing (including Common Form Set) | | 5.0 | $8,877.00 | 0 | $0.00 | $0.00 |
| **Additional:** | | | | | | |
| CAFR Statement Builder | | 5.0 | $8,927.00 | 0 | $0.00 | $0.00 |
| ExecuTime Time & Attendance (500) | | 5.0 | $13,330.00 | 0 | $0.00 | $0.00 |
| ExecuTime Time & Attendance Mobile Access | | 5.0 | $3,003.00 | 0 | $0.00 | $0.00 |
| | Sub-Total: | | $327,060.00 | | $0.00 | $81,400.00 |
| | *Less Discount:* | | *$45,792.00* | | *$0.00* | *$0.00* |
| | **TOTAL:** | | **$281,268.00** | **0** | **$0.00** | **$81,400.00** |

**Other Services**

| Description | | Quantity | Unit Price | Unit Discount | Extended Price |
| --- | --- | --- | --- | --- | --- |
| Financials Implementation | | 1 | $764,400.00 | $0.00 | $764,400.00 |
| HCM Implementation with travel | | 1 | $560,560.00 | $0.00 | $560,560.00 |
| Utility Billing Implementation | | 1 | $491,400.00 | $0.00 | $491,400.00 |
| Project Management Services | | 30 | $14,200.00 | $0.00 | $426,000.00 |
| Additional Implementation - Application Integration | | 80 | $175.00 | $0.00 | $14,000.00 |
| 25% Utility Billing Project Manager | | 18 | $9,700.00 | $0.00 | $174,600.00 |
| Report Development | | 160 | $175.00 | $0.00 | $28,000.00 |
| P-Card Import Format | | 1 | $5,500.00 | $0.00 | $5,500.00 |
| POS Cash Installation (Up to 3) | | 1 | $1,000.00 | $0.00 | $1,000.00 |
| Tyler ReadyForms Processing Configuration | | 1 | $2,000.00 | $0.00 | $2,000.00 |

# EXHIBIT A TO RESOLUTION

**Other Services**

| Description | Quantity | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|---|
| VPN Device | 1 | $4,000.00 | $0.00 | $4,000.00 |
| **TOTAL:** | | | | **$2,471,460.00** |

**3rd Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|---|---|---|---|---|---|---|---|
| Cash Drawer | 1 | $230.00 | $0.00 | $230.00 | $0.00 | $0.00 | $0.00 |
| Hand Held Scanner - Model 1950GSR | 1 | $400.00 | $0.00 | $400.00 | $0.00 | $0.00 | $0.00 |
| Hand Held Scanner Stand | 1 | $30.00 | $0.00 | $30.00 | $0.00 | $0.00 | $0.00 |
| ID Tech MiniMag USB Reader | 1 | $62.00 | $0.00 | $62.00 | $0.00 | $0.00 | $0.00 |
| Printer (TM-S9000) | 1 | $1,600.00 | $0.00 | $1,600.00 | $0.00 | $0.00 | $0.00 |
| Tyler Secure Signature System with 2 Keys | 1 | $1,650.00 | $0.00 | $1,650.00 | $0.00 | $0.00 | $0.00 |
| *3rd Party Hardware Sub-Total:* | | | *$0.00* | *$3,972.00* | | | *$0.00* |
| **TOTAL:** | | | | **$3,972.00** | | | **$0.00** |

| Summary | One Time Fees | Recurring Fees |
|---|---|---|
| Total SaaS | $0.00 | $281,268.00 |
| Total Tyler Software | $0.00 | $0.00 |
| Total Tyler Services | $2,552,860.00 | $0.00 |
| Total 3rd Party Hardware, Software and Services | $3,972.00 | $0.00 |
| **Summary Total** | **$2,556,832.00** | **$281,268.00** |
| **Contract Total** | **$3,963,172.00** | |

# EXHIBIT A TO RESOLUTION

**Detailed Breakdown of Conversions (included in Contract Total)**

| Description | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|
| Accounting - Actuals up to 3 years | $1,500.00 | $0.00 | $1,500.00 |
| Accounting - Budgets up to 3 years | $1,500.00 | $0.00 | $1,500.00 |
| Accounting Standard COA | $2,000.00 | $0.00 | $2,000.00 |
| Accounts Payable - Checks up to 5 years | $2,000.00 | $0.00 | $2,000.00 |
| Accounts Payable - Invoice up to 5 years | $3,500.00 | $0.00 | $3,500.00 |
| Accounts Payable Standard Master | $1,800.00 | $0.00 | $1,800.00 |
| Capital Assets Std Master | $3,500.00 | $0.00 | $3,500.00 |
| Contracts | $5,000.00 | $0.00 | $5,000.00 |
| General Billing - Recurring Invoices | $3,500.00 | $0.00 | $3,500.00 |
| General Billing Std CID | $1,800.00 | $0.00 | $1,800.00 |
| Payroll - Accrual Balances | $1,500.00 | $0.00 | $1,500.00 |
| Payroll - Accumulators up to 5 years | $1,400.00 | $0.00 | $1,400.00 |
| Payroll - Certifications | $1,400.00 | $0.00 | $1,400.00 |
| Payroll - Check History up to 5 years | $1,200.00 | $0.00 | $1,200.00 |
| Payroll - Deductions | $1,800.00 | $0.00 | $1,800.00 |
| Payroll - Earning/Deduction Hist up to 5 years | $2,500.00 | $0.00 | $2,500.00 |
| Payroll - Education | $1,400.00 | $0.00 | $1,400.00 |
| Payroll - PM Action History up to 5 years | $1,400.00 | $0.00 | $1,400.00 |
| Payroll - Position Control | $1,400.00 | $0.00 | $1,400.00 |
| Payroll - Standard | $2,000.00 | $0.00 | $2,000.00 |
| Payroll - State Retirement Tables | $1,400.00 | $0.00 | $1,400.00 |
| Project Grant Accounting - Actuals up to 3 years | $1,500.00 | $0.00 | $1,500.00 |
| Project Grant Accounting - Budgets up to 3 years | $1,500.00 | $0.00 | $1,500.00 |
| Project Grant Accounting Standard | $2,000.00 | $0.00 | $2,000.00 |
| Purchasing - Purchase Orders - Standard Open PO's only | $3,000.00 | $0.00 | $3,000.00 |
| Utility Billing - Assessments | $2,000.00 | $0.00 | $2,000.00 |
| Utility Billing - Backflow | $3,000.00 | $0.00 | $3,000.00 |
| Utility Billing - Balance Forward AR | $7,100.00 | $0.00 | $7,100.00 |
| Utility Billing - Consumption History up to 5 years | $3,200.00 | $0.00 | $3,200.00 |

# EXHIBIT A TO RESOLUTION

**Detailed Breakdown of Conversions (included in Contract Total)**

| Description | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|
| Utility Billing - Service Orders | $5,200.00 | $0.00 | $5,200.00 |
| Utility Billing - Services | $4,300.00 | $0.00 | $4,300.00 |
| Utility Billing - Standard | $5,100.00 | $0.00 | $5,100.00 |
| **TOTAL:** | | | **$81,400.00** |

# EXHIBIT A TO RESOLUTION

| Optional SaaS | | | One Time Fees | | |
|---|---|---|---|---|---|
| Description | # Years | Annual Fee | Impl. Hours | Impl. Cost | Data Conversion |
| **Financial**: | | | | | |
| Bid Management | 5.0 | $6,599.00 | 0 | $0.00 | $0.00 |
| Inventory | 5.0 | $14,512.00 | 0 | $0.00 | $3,800.00 |
| Quatred Asset Scanning Interface | 5.0 | $2,285.00 | 24 | $4,200.00 | $0.00 |
| Quatred Inventory Scanning Interface | 5.0 | $2,285.00 | 24 | $4,200.00 | $0.00 |
| **Human Capital Management:** | | | | | |
| Recruiting | 5.0 | $2,671.00 | 24 | $4,200.00 | $0.00 |
| **Revenue:** | | | | | |
| Maplink GIS Integration | 5.0 | $9,427.00 | 0 | $0.00 | $0.00 |
| **Productivity:** | | | | | |
| eProcurement | 5.0 | $9,712.00 | 40 | $7,000.00 | $0.00 |
| IVR Gateway | 5.0 | $5,142.00 | 48 | $8,400.00 | $0.00 |
| Postal XPress (Lorton) Annual Subscription | 5.0 | $1,649.00 | 0 | $0.00 | $0.00 |
| Tyler Notify | 5.0 | $18,200.00 | 0 | $0.00 | $0.00 |
| **Additional:** | | | | | |
| Asset Maintenance (75) | 5.0 | $94,350.00 | 288 | $50,400.00 | $14,250.00 |
| Asset Performance (30) | 5.0 | $10,650.00 | 0 | $0.00 | $0.00 |
| ExecuTime Advanced Scheduling (150) | 5.0 | $8,333.00 | 0 | $0.00 | $0.00 |
| ExecuTime Advanced Scheduling Mobile Access | 5.0 | $2,352.00 | 0 | $0.00 | $0.00 |
| Requestor Access License | 5.0 | $2,486.00 | 0 | $0.00 | $0.00 |
| Socrata Open Finance | 5.0 | $21,000.00 | 0 | $0.00 | $0.00 |
| Tyler 311/Incident Management | 5.0 | $9,765.00 | 80 | $14,000.00 | $0.00 |
| Tyler Detect | 5.0 | $30,000.00 | 0 | $0.00 | $0.00 |
| Tyler GIS (75) | 5.0 | $22,200.00 | 0 | $0.00 | $0.00 |
| **TOTAL:** | | **$273,618.00** | **528** | **$92,400.00** | **$18,050.00** |

# EXHIBIT A TO RESOLUTION

**Optional Tyler Software & Related Services**

| Description | License | Impl. Hours | Impl. Cost | Data Conversion | Module Total | Year One Maintenance |
|---|---|---|---|---|---|---|
| **Additional:** | | | | | | |
| Additional Conversion Assistance/ Koa Hills | $0.00 | 0 | $0.00 | $48,000.00 | $48,000.00 | $0.00 |
| **TOTAL:** | **$0.00** | **0** | **$0.00** | **$48,000.00** | **$48,000.00** | **$0.00** |

**Optional Other Services**

| Description | | Quantity | Unit Price | Discount | Extended Price |
|---|---|---|---|---|---|
| Configuration Postal Xpress (Lorton) | | 1 | $1,275.00 | $0.00 | $1,275.00 |
| Install Fee - Socrata Open Finance | | 1 | $5,600.00 | $0.00 | $5,600.00 |
| Install Fee - Tyler Detect | | 1 | $1,000.00 | $0.00 | $1,000.00 |
| Source Code Escrow | | 1 | $1,500.00 | $0.00 | $1,500.00 |
| **TOTAL:** | | | | | **$9,375.00** |

**Optional Conversion Details (Prices Reflected Above)**

| Description | Unit Price | Unit Discount | Extended Price |
|---|---|---|---|
| Asset Maintenance - Closed Work Order History No Cost Data | $5,500.00 | $0.00 | $5,500.00 |
| Asset Maintenance - Work Order Asset | $3,250.00 | $0.00 | $3,250.00 |
| Asset Maintenance - Work Order History With Cost Data | $5,500.00 | $0.00 | $5,500.00 |
| Inventory Std Master | $3,800.00 | $0.00 | $3,800.00 |
| MISC Conver | $48,000.00 | $0.00 | $48,000.00 |
| **TOTAL:** | | | **$66,050.00** |

**Optional 3rd Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Unit Discount | Total Price | Unit Maintenance | Unit Maintenance Discount | Total Year One Maintenance |
|---|---|---|---|---|---|---|---|
| Quatred Professional Services | 1 | $9,500.00 | $0.00 | $9,500.00 | $0.00 | $0.00 | $0.00 |
| Quatred QUICK Inventory Starter Kit | 1 | $6,998.00 | $0.00 | $6,998.00 | $0.00 | $0.00 | $0.00 |
| Quatred QUICK RFID Fixed Asset Starter Kit | 1 | $8,425.00 | $0.00 | $8,425.00 | $0.00 | $0.00 | $0.00 |
| Tyler Notify IVR Plan (25,000 Minutes) | 1 | $2,500.00 | $0.00 | $2,500.00 | $0.00 | $0.00 | $0.00 |
| Tyler Notify SMS Text Plan (25,000 Messages) | 1 | $1,250.00 | $0.00 | $1,250.00 | $0.00 | $0.00 | $0.00 |

# EXHIBIT A TO RESOLUTION

| | | | | |
|---|---|---|---|---|
| *3rd Party Hardware Sub-Total:* | *$0.00* | *$15,423.00* | | *$0.00* |
| *3rd Party Software Sub-Total:* | *$0.00* | *$3,750.00* | $0.00 | *$0.00* |
| *3rd Party Services Sub-Total:* | *$0.00* | *$9,500.00* | | *$0.00* |
| **TOTAL:** | | **$28,673.00** | | **$0.00** |

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

Customer Approval: _____     Date: _____

Print Name: _____     P.O. #: _____

All primary values quoted in US Dollars

# EXHIBIT A TO RESOLUTION

**Comments**

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

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

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

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

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

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

# EXHIBIT A TO RESOLUTION

**Comments**

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

The Munis SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Utility Billing CIS includes the Graphing Agent.

Quatred QUICK Inventory Starter Kit: QUICK Inventory Software, NX4 Rugged Mobile Scanning Device with 1D Imager, CDMA, WLAN, Bluetooth, GPS, Camera, Numeric Keypad, WEH 6.5 OS, Cradle, Spare battery, Power supply. Standard 1 year manufacturer's warranty. Includes: 1 year phone support & softwaree upgrades, up to 4 hours of remote install/training via TeamViewer. Software support and upgrades renewal for QUICK Inventory - after the first year, billed by Quatred.

Quatred QUICK RFID Fixed Asset Starter Kit: QUICK Fixed Asset Software, MC9190Z RFID Rugged Handheld Reader with 1D Scanner, 53 Keypad, WM 6.5 OS, Cradle, Spare battery, Power supply, and communication cable, with 3 yrs comprehensive extended maintenance. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via TeamViewer. Software support and upgrades renewal for QUICK RFID Fixed Asset - after the first year, billed by Quatred.

Quatred Professional Services -- Multi Product: 4 days onsite installation, configuration and training. Includes travel and living.

Additional required hardware will be purchased by the client directly through Quatred.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com toinitiate the trial.

## Exhibit B
## Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement.  Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**:  We will invoice you for the applicable software and services in the Investment Summary as set forth below.  Your rights to dispute any invoice are set forth in the Agreement.

**Payment.**  Payment for undisputed invoices is due within forty-five (45) days of the invoice date.  We prefer to receive payments electronically.  Our electronic payment information is:

|  |  |
|---|---|
| Bank: | Wells Fargo Bank, N.A. |
|  | 420 Montgomery |
|  | San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |

**Total Not-to-Exceed:** The total value of all services payments detailed below shall not exceed: $2,552,860.00

**Implementation Milestone Payments**:  Tyler will invoice upon client acceptance of the following implementation milestones using process defined in the SOW or in Section C for phase acceptance.  All milestone payments include travel expenses.

| Phase | Milestone ID | Description | Milestone Amount |
|---|---|---|---|
| 1 | 1.1 | Initiate and Plan Stage Acceptance | $ 56,056.00 |
| 1 | 1.2 | Chart of Accounts Design Acceptance | $ 84,084.00 |
| 1 | 1.3 | Assess & Define Stage Acceptance | $ 98,098.00 |
| 1 | 1.4 | Build and Validate Stage Acceptance | $ 112,112.00 |
| 1 | 1.5 | Final Training & Testing Stage Acceptance | $ 70,070.00 |
| 1 | 1.6 | Production Cutover Stage Acceptance | $ 84,084.00 |
| 1 | 1.7 | Phase Closure | $ 56,056.00 |
| 2 | 2.1 | Initiate and Plan Stage Acceptance | $ 49,140.00 |
| 2 | 2.2 | Assess & Define Stage Acceptance | $ 98,280.00 |
| 2 | 2.3 | Build and Validate Stage Acceptance | $ 122,850.00 |

| | | | | |
|---|---|---|---|---|
| 2 | 2.4 | Final Training & Testing Stage Acceptance | $ | 122,850.00 |
| 2 | 2.5 | Production Cutover Stage Acceptance | $ | 49,140.00 |
| 2 | 2.6 | Phase Closure | $ | 49,140.00 |
| 3 | 3.1 | Initiate and Plan Stage Acceptance | $ | 76,440.00 |
| 3 | 3.2 | Assess & Define Stage Acceptance | $ | 152,880.00 |
| 3 | 3.3 | Build and Validate Stage Acceptance | $ | 191,100.00 |
| 3 | 3.4 | Final Training & Testing Stage Acceptance | $ | 191,100.00 |
| 3 | 3.5 | Production Cutover Stage Acceptance | $ | 76,440.00 |
| 3 | 3.6 | Project Closure | $ | 76,440.00 |
| **Total** | | | $ | **1,816,360.00** |

**Project Management Payments:** Tyler will invoice for all project management fees upon acceptance of a project status report for the month and completion of a full month of project management services as defined in the SOW. All milestone payments for project management include travel expenses.

| Phase | Milestone ID | Description | Milestone Amount |
|---|---|---|---|
| 1 | PM1 | Project Management – Month 1 | $14,200 |
| 1 | PM2 | Project Management – Month 2 | $14,200 |
| 1 | PM3 | Project Management – Month 3 | $14,200 |
| 1/2 | PM4 | Project Management – Month 4 | $23,900 |
| 1/2 | PM5 | Project Management – Month 5 | $23,900 |
| 1/2 | PM6 | Project Management – Month 6 | $23,900 |
| 1/2 | PM7 | Project Management – Month 7 | $23,900 |
| 1/2 | PM8 | Project Management – Month 8 | $23,900 |
| 1/2 | PM9 | Project Management – Month 9 | $23,900 |
| 1/2 | PM10 | Project Management – Month 10 | $23,900 |
| 1/2 | PM11 | Project Management – Month 11 | $23,900 |
| 1/2 | PM12 | Project Management – Month 12 | $23,900 |
| 1/2 | PM13 | Project Management – Month 13 | $23,900 |
| 1/2 | PM14 | Project Management – Month 14 | $23,900 |
| 1/2 | PM15 | Project Management – Month 15 | $23,900 |
| 1/2/3 | PM16 | Project Management – Month 16 | $23,900 |
| 1/2/3 | PM17 | Project Management – Month 17 | $23,900 |
| 1/2/3 | PM18 | Project Management – Month 18 | $23,900 |
| 2/3 | PM19 | Project Management – Month 19 | $23,900 |
| 2/3 | PM20 | Project Management – Month 20 | $23,900 |
| 2/3 | PM21 | Project Management – Month 21 | $23,900 |
| 3 | PM22 | Project Management – Month 22 | $14,200 |
| 3 | PM23 | Project Management – Month 23 | $14,200 |
| 3 | PM24 | Project Management – Month 24 | $14,200 |

| 3 | PM25 | Project Management – Month 25 | $14,200 |
|---|---|---|---|
| 3 | PM26 | Project Management – Month 26 | $14,200 |
| 3 | PM27 | Project Management – Month 27 | $14,200 |
| 3 | PM28 | Project Management – Month 28 | $14,200 |
| 3 | PM29 | Project Management – Month 29 | $14,200 |
| 3 | PM30 | Project Management – Month 30 | $14,200 |
| Total | | | $600,600.00 |

**Data Conversion:** Tyler will invoice for data conversion milestones upon acceptance of following milestones:

| Phase | Milestone ID | Description | Milestone Amount |
|---|---|---|---|
| DATA 1.1 | Acceptance of initial data conversion | Accounting - Actuals up to 3 years | $750.00 |
| DATA 2.1 | Acceptance of initial data conversion | Accounting Opt 2 - Budgets up to 3 years | $750.00 |
| DATA 3.1 | Acceptance of initial data conversion | Accounting Standard COA | $1,000.00 |
| DATA 4.1 | Acceptance of initial data conversion | Accounts Payable - Checks up to 5 years | $1,000.00 |
| DATA 5.1 | Acceptance of initial data conversion | Accounts Payable - Invoice up to 5 years | $1,750.00 |
| DATA 6.1 | Acceptance of initial data conversion | Accounts Payable Standard Master | $900.00 |
| DATA 7.1 | Acceptance of initial data conversion | Capital Assets Std Master | $1,750.00 |
| DATA 8.1 | Acceptance of initial data conversion | Contracts | $2,500.00 |
| DATA 9.1 | Acceptance of initial data conversion | General Billing Recurring Invoices | $1,750.00 |
| DATA 10.1 | Acceptance of initial data conversion | General Billing Std CID | $900.00 |
| DATA 11.1 | Acceptance of initial data conversion | Project Grant Accounting - Actuals up to 3 years | $750.00 |
| DATA 12.1 | Acceptance of initial data conversion | Project Grant Accounting - Budgets up to 3 years | $750.00 |
| DATA 13.1 | Acceptance of initial data conversion | Project Grant Accounting Standard | $1,000.00 |
| DATA 14.1 | Acceptance of initial data conversion | Purchase Orders Standard Open POs Only | $1,500.00 |
| DATA 15.1 | Acceptance of initial data conversion | Payroll – Accrual Balances | $750.00 |
| DATA 16.1 | Acceptance of initial data conversion | Payroll – Accumulators up to 5 years | $700.00 |
| DATA 17.1 | Acceptance of initial data conversion | Payroll - Certifications | $600.00 |
| DATA 18.1 | Acceptance of initial data conversion | Payroll – Check History up to 5 years | $600.00 |
| DATA 19.1 | Acceptance of initial data conversion | Payroll - Deductions | $900.00 |

# EXHIBIT A TO RESOLUTION

| | | | |
|---|---|---|---|
| DATA 20.1 | Acceptance of initial data conversion | Payroll – Earning/Deduction History up to 5 years | $1,250.00 |
| DATA 21.1 | Acceptance of initial data conversion | Payroll – Education | $700.00 |
| DATA 22.1 | Acceptance of initial data conversion | Payroll – PM Action History up to 5 years | $700.00 |
| DATA 23.1 | Acceptance of initial data conversion | Payroll – Position Control | $700.00 |
| DATA 24.1 | Acceptance of initial data conversion | Payroll - Standard | $1,000.00 |
| DATA 25.1 | Acceptance of initial data conversion | Payroll – State Retirement Tables | $700.00 |
| DATA 26.1 | Acceptance of initial data conversion | Utility Billing – Assessments | $2,000.00 |
| DATA 27.1 | Acceptance of initial data conversion | Utility Billing – Backflow | $1,500.00 |
| DATA 28.1 | Acceptance of initial data conversion | Utility Billing – Balance Forward AR | $3,550.00 |
| DATA 29.1 | Acceptance of initial data conversion | Utility Billing – Consumption History up to 5 years | $1,600.00 |
| DATA 30.1 | Acceptance of initial data conversion | Utility Billing – Service Orders | $2,600.00 |
| DATA 31.1 | Acceptance of initial data conversion | Utility Billing – Services | $2,150.00 |
| DATA 32.1 | Acceptance of initial data conversion | Utility Billing – Standard | $2,550.00 |
| DATA 1.2 | Acceptance of converted data into live production | Accounting - Actuals up to 3 years | $750.00 |
| DATA 2.2 | Acceptance of converted data into live production | Accounting Opt 2 - Budgets up to 3 years | $750.00 |
| DATA 3.2 | Acceptance of converted data into live production | Accounting Standard COA | $1,000.00 |
| DATA 4.2 | Acceptance of converted data into live production | Accounts Payable - Checks up to 5 years | $1,000.00 |
| DATA 5.2 | Acceptance of converted data into live production | Accounts Payable - Invoice up to 5 years | $1,750.00 |
| DATA 6.2 | Acceptance of converted data into live production | Accounts Payable Standard Master | $900.00 |
| DATA 7.2 | Acceptance of converted data into live production | Capital Assets Std Master | $1,750.00 |
| DATA 8.2 | Acceptance of converted data into live production | Contracts | $2,500.00 |
| DATA 9.2 | Acceptance of converted data into live production | General Billing Recurring Invoices | $1,750.00 |
| DATA 10.2 | Acceptance of converted data into live production | General Billing Std CID | $900.00 |
| DATA 11.2 | Acceptance of converted data into live production | Project Grant Accounting - Actuals up to 3 years | $750.00 |
| DATA 12.2 | Acceptance of converted data into live production | Project Grant Accounting - Budgets up to 3 years | $750.00 |

| | | | |
|---|---|---|---|
| DATA 13.2 | Acceptance of converted data into live production | Project Grant Accounting Standard | $1,000.00 |
| DATA 14.2 | Acceptance of converted data into live production | Purchase Orders Standard Open POs Only | $1,500.00 |
| DATA 15.2 | Acceptance of converted data into live production | Payroll – Accrual Balances | $750.00 |
| DATA 16.2 | Acceptance of converted data into live production | Payroll – Accumulators up to 5 years | $700.00 |
| DATA 17.2 | Acceptance of converted data into live production | Payroll - Certifications | $600.00 |
| DATA 18.2 | Acceptance of converted data into live production | Payroll – Check History up to 5 years | $600.00 |
| DATA 19.2 | Acceptance of converted data into live production | Payroll - Deductions | $900.00 |
| DATA 20.2 | Acceptance of converted data into live production | Payroll – Earning/Deduction History up to 5 years | $1,250.00 |
| DATA 21.2 | Acceptance of converted data into live production | Payroll – Education | $700.00 |
| DATA 22.2 | Acceptance of converted data into live production | Payroll – PM Action History up to 5 years | $700.00 |
| DATA 23.2 | Acceptance of converted data into live production | Payroll – Position Control | $700.00 |
| DATA 24.2 | Acceptance of converted data into live production | Payroll - Standard | $1,000.00 |
| DATA 25.2 | Acceptance of converted data into live production | Payroll – State Retirement Tables | $700.00 |
| DATA 26.2 | Acceptance of converted data into live production | Utility Billing – Assessments | $2,000.00 |
| DATA 27.2 | Acceptance of converted data into live production | Utility Billing – Backflow | $1,500.00 |
| DATA 28.2 | Acceptance of converted data into live production | Utility Billing – Balance Forward AR | $3,550.00 |
| DATA 29.2 | Acceptance of converted data into live production | Utility Billing – Consumption History up to 5 years | $1,600.00 |
| DATA 30.2 | Acceptance of converted data into live production | Utility Billing – Service Orders | $2,600.00 |
| DATA 31.2 | Acceptance of converted data into live production | Utility Billing – Services | $2,150.00 |
| Total | | | $81,400.00 |

# EXHIBIT A TO RESOLUTION

**Other Milestones:** Tyler will invoice for all other invoices listed below upon County acceptance.

| Phase | Milestone ID | Description | Milestone Amount |
|---|---|---|---|
| | VPN | Installation of VPN | $4,000 |
| | FORM | Acceptance of Tyler Forms | $2,000 |
| | POS | Completion of Installation of POS Cash Station (up to 3) | $1,000 |
| | IMPORT | Delivery of P-Card Import Format | $5,500 |
| Total | | | $12,500 |

**Reporting and Integration Contingency:** Tyler has included two contingency allocations that can be used upon mutual agreement between Tyler and the County. To define milestones, Tyler shall submit a proposal indicating a not-to-exceed amount and payment milestone. Upon acceptance by the County, Tyler shall invoice.

| Phase | Milestone ID | Description | Milestone Amount |
|---|---|---|---|
| | TBD | Reporting Contingency | $28,000 |
| | TBD | Integration Contingency | $14,000 |
| Total | | | $42,000 |

**Software Milestones:** Tyler will invoice for all SaaS fees on a quarterly basis.

**EXHIBIT A TO RESOLUTION**

**Exhibit B**
**Schedule 1**
**Business Travel Policy**

Note: This business travel policy will only apply for services that specifically list travel as reimbursable by the Client. All travel costs have been included in the milestone payments for the SOW.

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare.  If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities.  Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments.  A seven (7) day advance booking requirement is mandatory.  When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

# EXHIBIT A TO RESOLUTION

2. Ground Transportation

   A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

   B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

   C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

   D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

# EXHIBIT A TO RESOLUTION

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4.  Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses.  Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A.  Overnight Travel

For each full day of travel, all three meals are reimbursable.  Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|---|---|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B.  Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report.  Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5.  Internet Access – Hotels and Airports

    Employees who travel may need to access their e-mail at night.  Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible.  If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day.  Charges for internet access at airports are not reimbursable.

6.  International Travel

    All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

    When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

    The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

    Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

# EXHIBIT A TO RESOLUTION



## Exhibit C

## SERVICE LEVEL AGREEMENT

### I.     Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement.  It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide.  All other support services are documented in the Support Call Process.

### II.     Definitions. Except as defined below, all defined terms have the meaning set forth in the SaaS Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter.  Attainment is calculated as (Service Availability – (Maintenance Windows + Client Error Incidents + Force Majeure)) / (Total Minutes in a Quarter – (Maintenance Windows + Client Error Incidents + Force Majeure)).

*Client Error Incident*: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime*: Those minutes during which the Tyler Software is not available for your use.  Downtime does not include those instances in which only a Defect is present.

*Service Availability*:  The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests,

*Maintenance Windows:* Tyler commits to perform maintenance between the hours of 12 am and 6 am Pacific. Client will receive at least 48 hour notice of all maintenance windows and all Maintenance Windows will be identified as 360 minutes.

### III.     Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365.  We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

> a.     Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process.  You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter.  You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly.  It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

# EXHIBIT A TO RESOLUTION

      b.      <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure).  We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt.  To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

      c.      <u>Client Relief</u>

When an Attainment   goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee.  The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle.  Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability.  In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

| Targeted Attainment | Actual Attainment | Client Relief |
|---|---|---|
| 100% | 99.00-99.99% | Remedial action will be taken. |
| 100% | 97.50-98.99% | 4% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100% | 96.50-97.49% | 7% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100% | 95.00-96.49% | 10% credit of fee for affected calendar quarter will be posted to next billing cycle. |
| 100% | <95.00% | 13% credit of fee for affected calendar quarter will be posted to next billing cycle. |

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

## IV.    Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We will perform maintenance anticipated to impact your access to the SaaS during limited window from 12:00 a.m. through 6:00 a.m.

**tyler** technologies

## Exhibit C
## Schedule 1
## Support Call Process

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:
(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| New Year's Day | Thanksgiving Day |
|---|---|
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

**Issue Handling**

# EXHIBIT A TO RESOLUTION

## Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

## Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|---|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident.  Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.  For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database. |
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident.  Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.  For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident.  Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack.  For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database. |

# EXHIBIT A TO RESOLUTION

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|---|---|---|
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

*Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:
   (1) Level 1: front-line representatives
   (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
   (3) Level 3: assist in incident escalations and specialized client issues
   (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:
   (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
   (2) Email – clients can send an email to software support in order to escalate the priority of an issue
   (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

# EXHIBIT A TO RESOLUTION



**Exhibit D**
**End User License Agreements**

The End User License Agreement attached hereto as Exhibit D, Schedule 1 is hereby incorporated into the Agreement.

**tyler** technologies

**Exhibit D**
**Schedule 1**
**Doc Origins End User License Agreements**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# EXHIBIT A TO RESOLUTION

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **ECLIPSE CORPORATION WSL, INC.** (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

## DocOrigin

## SOFTWARE LICENSE

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement (**"Agreement"** or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

## 1. LICENSE TERMS

1.1     In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

1.2     **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3     **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4     **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:

A.     **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B.     **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C.     **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5     **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6     **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7     **Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

# EXHIBIT A TO RESOLUTION

2. **LICENSE RESTRICTIONS**

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. **UPDATES, MAINTENANCE AND SUPPORT**

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. **INTELLECTUAL PROPERTY RIGHTS.**

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. **DISCLAIMER OF WARRANTIES.**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6.   **INDEMNIFICATION & LIMITATIONS OF LIABILITY.**

6.1   Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2   THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3   THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7.   **TERM AND TERMINATION**

7.1   The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2   Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

## 8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

**Last Updated: July 22, 2017**

**Exhibit E
Statement of Work**

*Statement of Work, if applicable, to be inserted prior to Agreement execution.*

# Statement of Work

*Tyler Technologies*

Prepared for:

## CITY OF NAPA, CA

Prepared by:

**Penny Parsons**
One Tyler Drive, Yarmouth, ME 04096
Tyler Technologies, Inc.
www.tylertech.com

Version 3
02/212020

# EXHIBIT A TO RESOLUTION

# Table of Contents

# EXHIBIT A TO RESOLUTION

# 1    Executive Summary

The Statement of Work (SOW) documents the Project Scope, milestones, deliverables, high-level project schedule, project resources, methodology, roles and responsibilities, and change control procedures implementation stages, and deliverables for the City of Napa (City) project.

## 1.1   Project Background

The City of Napa currently relies on three core enterprise systems to manage financial and human resources (IFAS), utility billing (AS 400) and point of sale purchasing transactions (One Step). The current systems have created significant concerns in recent years including issues around integration, cost of maintenance, difficulty of adaptation to City needs, and the inefficiencies caused by this. Most significantly, the vendor will no longer provide software support for the IFAS system beyond this calendar year. In December 2019, the City migrated the servers hosting the IFAS system onsite to because the previous data center would not host unsupported servers. Most importantly, these systems do not offer any ability for the City to increase functionality to meet new and changing needs. A new system is required to meet the changing needs of the City and improve our services.

## 1.2   Project Goals

Working collaboratively with Tyler representatives, the City's goal is to implement a new ERP that will

- Reflect new workflows to significantly improve the efficiency and effectiveness of customer service.
- Have single database that holds information and can provide real-time representation of payments and other transactions.
- Provide E-government services that are more community-friendly, including enhanced customer service web portals for utility billing.
- Automate manual processes and convert to paperless recordkeeping.
- Reduce the need for redundant data entry, storage and paper processing
- Create a user-friendly system that can be accessed by staff at all levels.
- Centralize customer information and data in electronic form, including general customer information, account summaries, billing and payment activity, alerts and more.

## 1.3   Project Timeline

The project timeline establishes a start and end date for each Phase of the Project. The timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.  Tyler will develop a project plan consistent with the timeline identified below. The start date for Phase 1 is estimated based on a minimum of forty-five (45) days from contract signing to project kick-off to allow Tyler to prepare resources and complete internal processes necessary for engagement.

# EXHIBIT A TO RESOLUTION

| Phase | Functional Area | Modules | Start Date | Go-Live Date | Post Live End Date |
|-------|-----------------|---------|------------|--------------|--------------------|
| 1 | Payroll, Human Resources | • Human Resources & Talent Management<br>• Payroll w/ESS<br>• ExecuTime Time & Attendance<br>• ExecuTime Time & Attendance Mobile Access | April 2020 | July 1, 2021 | September 30, 2021 |
| 2 | Utility Billing & Collections | • Accounts Receivable<br>• Central Property File<br>• Tyler Cashiering<br>• UB Interface<br>• Utility Billing CIS | July 2020 | October 1, 2021 | December 31, 2021 |
| 3 | Financials | • Accounting/General Ledger<br>• Accounts Payable<br>• Budgeting<br>• Capital Assets<br>• Cash Management<br>• Contract Management<br>• Employee Expense Reimbursement<br>• Project & Grant Accounting<br>• Purchasing<br>• CAFR Statement Builder<br>• Misc Cash Receipts<br>• General Billing | July 2021 | July 1, 2022 | September 30, 2022 |
| Cross | Productivity | • Tyler Content Manager SE<br>• Tyler ReadyForms Processing<br>• Munis Analytics & Reporting<br>• Munis API Toolkit Bundle | | | |

## 2    Project Governance

As projects progress, they require a linkage mechanism that ensures alignment between business strategy and direction, and the path to needed outcomes over the life of the project. In other words, this mechanism must help the project sustain its potential to deliver its promised value. Moreover, other mechanisms must provide oversight and control during project execution. They must help stakeholders assess the project's current state and adjust content and direction if necessary.

# EXHIBIT A TO RESOLUTION

To achieve the necessary linkage, oversight, and control, projects must institute effective governance, which for project management is defined as follows:

Governance, for a project, is a combination of individuals filling executive and management roles, project oversight functions, and policies that define management principles and decision making.

This combination is focused upon providing direction and oversight, which guide the achievement of the needed business outcome from the execution of the project effort, and providing data and feedback, which measure the ongoing contribution by the project to needed results within the overall business strategy and direction.

## 2.1 City Governance Structure

### 2.1.1 City Roles & Responsibilities

Below is a description of the roles and responsibilities of each member of City Project structure with a level of commitment for overall work for City's Project.

#### 2.1.1.1 Executive Sponsor

The City's Executive Sponsor provides support to the Project by authorizing the project, allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The Executive Sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The Executive Sponsor empowers the City Steering Committee, City Project Manager, and City Functional Leads to make critical business decisions for the City.

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the City Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Management Communications

| Resource | Title |
| --- | --- |
| Fran Robustelli | Assistant City Manager |

#### 2.1.1.2 Steering Committee

The City Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Overseeing the City Project Manager and the Project as a whole through participation in regular internal meetings, the City Steering Committee remains updated on all project progress, project decisions, and achievement of project milestones. The City Steering Committee also provides support to the City Project Manager by

communicating the importance of the Project to all impacted departments. The City Steering Committee is responsible for ensuring the Project has appropriate resources, providing strategic direction to the project team, and making timely decisions on critical project issues or policy decisions. The City Steering Committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team
- Assists with communicating key Project messages throughout the organization
- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies

| Resources | Titles |
|---|---|
| Bret Prebula | Finance Director |
| Elizabeth Cabell | Finance Manager |
| Jennifer Brizel | Human Resources Director |
| MJ Tueros | Human Resource Manager |
| Jaina French | Community Relations Manager |
| Seth Anderson | Management Analyst II |

## 2.1.1.3    City Project Manager

The City's Project Manager coordinates project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City's Project Manager will be made up of resources that will also serve on the City's Steering Committee and will be responsible for bringing issues to the larger Steering Committee when appropriate for timely resolution.

The City will assign the Project Manager prior to the start of the Project with overall responsibility and authority to make decisions related to the Project Scope, scheduling, and task assignment, and to communicate decisions and commitments to the Tyler Project Manager in a timely and efficient manner. When the City's Project Manager does not have the knowledge or authority to make decisions, they will

engage the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project
    - Ensures invoicing and Deliverables meet contract requirements
    - Acts as primary point of contact for all contract and invoicing questions
    - Signs off on contract milestone acknowledgment documents
    - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
    - Reviews, acknowledges, and maintains Management Plans
    - Defines Project tasks and resource requirements for City Project team
    - Collaborates in the development of and approval of the Project Plan and Project schedule
    - Collaborates with Tyler Project Manager to plan and schedule Project timelines
- Implementation Management
    - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently
    - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget
    - Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with Tyler any items that may negatively impact the outcomes of the Project
    - Collaborates with Tyler Project Manager to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
    - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, status, and health of the Project by all team members
- Team Management
    - Acts as liaison between Project Team and Stakeholders
    - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and interfaces
    - Provides direction and support to Project team
    - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
    - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
    - Assesses team performance and takes corrective action, if needed
    - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
    - Coordinates with third party providers to align activities with ongoing Project tasks

| Resource | Title | Expected Commitment |
|----------|-------|---------------------|
| Liz Habkirk | Deputy City Manager | 50% |

## 2.1.1.4    City Functional Leads

- Make business process change decisions under time sensitive conditions
- Communicate existing business processes and procedures to Tyler consultants
- Attend current/future state analysis sessions and contribute business process expertise
- Identify and include additional subject matter experts to participate in current/future state analysis sessions
- Assist in identifying business process changes that may require escalation
- Provide business process change support during Power User and End User training
- Complete performance tracking review with City project team on End User competency on trained topics
- Provide Power and End Users with dedicated time to complete required homework tasks
- Act as ambassadors/champions of change for the new process
- Identify and communicate any additional training needs or scheduling conflicts to City Project Manager
- Prepare ReadyForm templates and validate Forms output

## 2.1.1.5    City Power Users

- Participate in project activities as required by the City Project Manager
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and process validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all tasks by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

## 2.1.1.6    City Department Heads

- Participate in project activities as required by the City Project Manager
- Provide Power and End Users with dedicated time to complete required homework tasks
- Act as ambassadors/champions of change for the new process
- Identify and communicate any additional training needs or scheduling conflicts to City Project Manager
- Adopt and support changed procedures

## 2.1.1.7    City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

## 2.1.1.8    City Technical Support

- Coordinate updates and releases with Tyler, as needed
- Authorize the copying of source databases to training/testing databases, as needed, for training days
- Extract and transmit conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinate and add new printers and other Peripherals as needed
- Validate all users understand log-on process and have necessary permission for all training sessions
- Coordinate both internal and external Interface development for City 3rd party Data Exchanges
- Develop or assist in creating Reports, as needed
- Ensure onsite system hardware meets specifications provided by Tyler
- Assist with software deployment as needed, such as desktop clients
- Coordinate with Service Desk, Operations and Security

## 2.2   Tyler Governance Structure
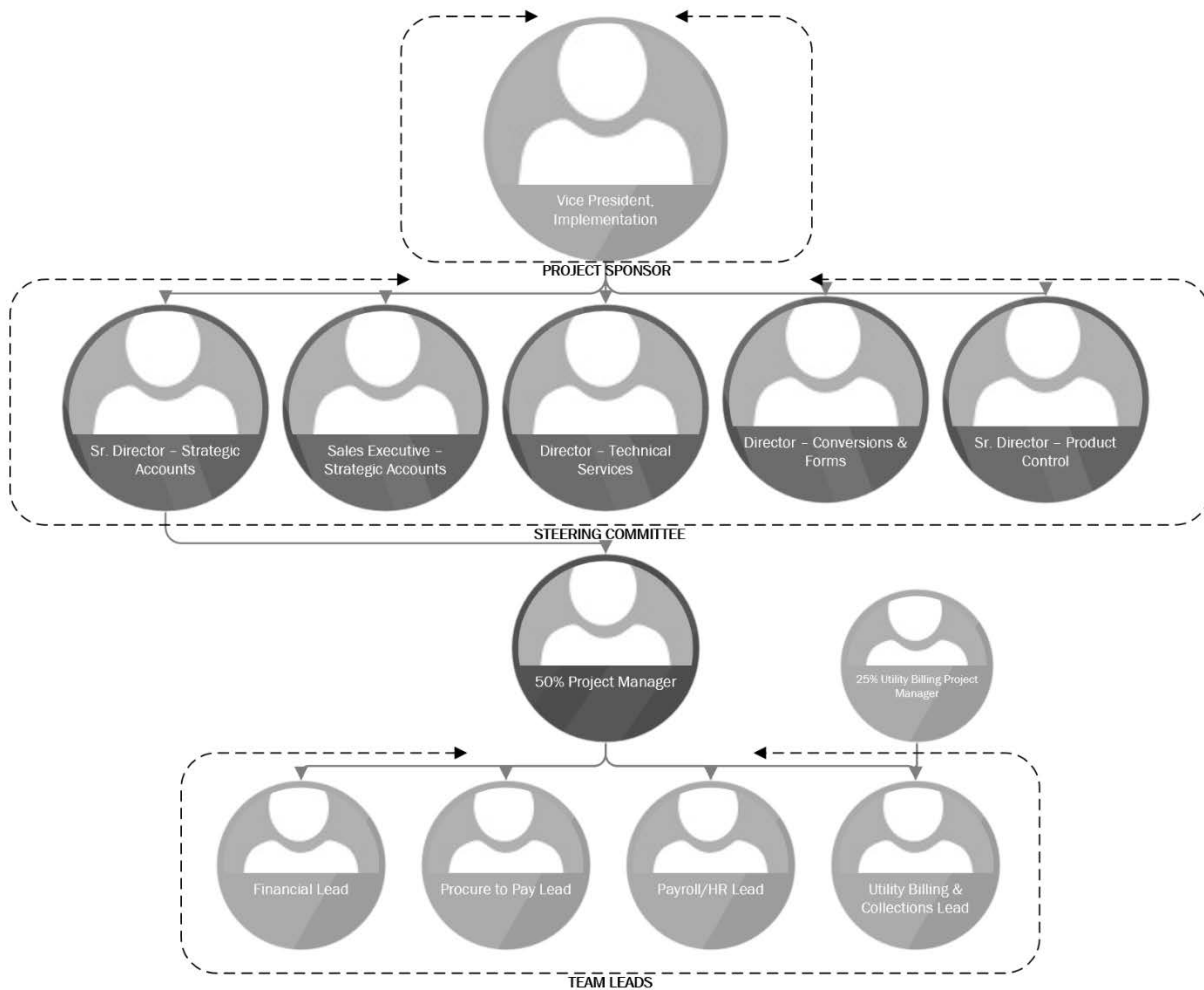


### 2.2.1 Tyler Roles & Responsibilities

#### 2.2.1.1     Tyler Project Sponsor

Tyler's Vice President of Implementation has indirect involvement with the Project and is part of Tyler escalation process. This team member offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions. Tyler Project Manager or Regional Manager will apprise the Vice President of Services of known issues that may require assistance or impede Project performance. The communication path for issue escalation at this level is typically with the Tyler Steering Committee.

| Resource | Title | Expected Commitment | On-Site Commitment | Key Personnel |
|---|---|---|---|---|
| Jennifer Turgeon | Vice President | As Needed | As Needed | No |

## 2.2.1.2        Tyler Steering Committee

Tyler Steering Committee has indirect involvement with the Project and is part of Tyler escalation process. Tyler Project Manager will consult the Tyler Steering Committee, either individually or as a group, with issues and decisions regarding the Project. These team members offer additional support to the Project team and are able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks, issues, and decisions. The communication path for issue escalation at this level is typically with the Tyler Project Manager.

| Resource | Title | Expected Commitment | On-Site Commitment | Key Personnel |
|---|---|---|---|---|
| Penny Parsons | Sr. Director, Strategic Accounts | As Needed | As Needed | No |
| Matt Chavez | Sales, Strategic Account Executive | As Needed | As Needed | No |
| Robyn Smart Oliver | Director, Forms & Conversions | As Needed | As Needed | No |
| Adam Scheuchzer | Director, Technical Services | As Needed | As Needed | No |
| Vickie Ducharme | Sr. Director, Product Control | As Needed | As Needed | No |

## 2.2.1.3        Tyler Project Manager

The 50% Dedicated Tyler Project Manager has direct involvement with the Project and coordinates Tyler Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the City. The Tyler Project Manager is in regular communication with the City's Project Management Team and provides regularly planned communication with other City and Tyler governance members.

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures Deliverables meet requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager
  - Prepares and presents deliverable and control point acceptance sign-offs for acceptance by City Project Manager
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Develops and delivers Project Charter (DED-01)

- o Develops and delivers an Evolution Plan (DED-02)
- o Develops, updates, and delivers Management Plans (DED-03)
- o Defines Project tasks and resource requirements
- o Develops, in collaboration with City and Tyler Functional Leads, and delivers initial and full-scale Project plan (DED-04) and schedule to achieve on-time implementation
- o Develops and delivers detailed Implementation Plan (DED-12)
- o Develops, in collaboration with City and Tyler Functional Leads, and delivers detailed Production Cutover Plan (DED-14)

- Risk Management
  - o Monitors and maintains risk register with City Project Manager
  - o Proactively notifies City as risks change or begin to develop
  - o Provides guidance to City on methods for handling risks

- Project Reporting
  - o Provides weekly status report
  - o Conducts weekly project status meeting
  - o Provides regular project budget and reconciliation reporting
  - o Maintains, monitors and reports on project issues list
  - o Develops, in collaboration with Tyler Functional Leads, and delivers a Post Cutover Efficiency Evaluation Report (DED-19)
  - o Develops, in collaboration with Tyler Functional Leads, and delivers an Evolution Assessment Report (DED-20)
  - o Develops and delivers a comprehensive Project Reconciliation Report (DED-16) as part of project closure

- Implementation Management
  - o Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - o Establishes and manages a schedule and resource plan that properly supports the Project Plan that is in balance with Scope/budget
  - o Establishes issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates any items that may negatively impact the outcomes of the Project
  - o Collaborates with the City's Project Manager to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - o Sets a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status and health of the Project

- Team Management
  - o Acts as liaison between the project team and all Tyler Departments and managers
  - o Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
  - o Provides direction and support to Project team
  - o Builds partnerships among the various stakeholders
  - o Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
  - o Assesses team performance and adjusts as necessary
  - o Coordinates with in Scope third party providers to align activities with ongoing Project tasks

| Resource | Title | Expected Commitment | On-Site Commitment* | Duration | Key Personnel |
|---|---|---|---|---|---|
| Eric Arvayo, PMP* | Project Manager | 50% | 3 – 6 days per month | Full Project | Yes |

The Tyler Project Manager will be 100% dedicated to the projects for Napa County and the City of Napa. This resource will not have any other project assignments for Tyler with other clients. For clarification, total time committed to the project equals business hours Monday through Friday each week with the exception of any holidays or leave. Any leave scheduled by the Project Manager will take into account impact on the project schedule and, if necessary, Tyler will identify alternate resources to cover key project responsibilities.

* - Pending City approval for shared resource

As a shared resource with the County of Napa, the City and Tyler understand that allocating equal time across projects may, at some times, be a subjective assessment. Should either party believe that demands or services exceed or fall short of the 50% commitment, the City and Tyler will meet with the City to discuss how to better control and allocate the Tyler Project Manager's time to the reasonable satisfaction of all parties.

## 2.2.1.4 Tyler 25% Utility Billing Project Manager

The Tyler 25% Dedicated Utility Billing Project Manager has direct involvement with the Project and coordinates the Utility & Collections Phase activities, implementation consultants, and works with the Tyler 50% Project Manager on the overall implementation schedule. The Tyler 25% Utility Billing Project Manager is in regular communication with the Tyler Project Manager and City's Project Manager and provides regularly planned communication with other City and Tyler project members.

- Defines Project tasks and resource requirements
- Develops, in collaboration with City and Tyler Project Manager, and delivers initial and full-scale Project plan (DED-04) and schedule for Phase 2 to achieve on-time implementation
- Tightly manages Scope and budget of Phase 2; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
- Establishes and manages a schedule and resource plan that properly supports the Project Plan that is in balance with Scope/budget
- Establishes issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates any items that may negatively impact the outcomes of the Project
- Identifies and coordinates all Tyler resources across all modules related to Utility Billing and Collections, and activities including development, conversions, Forms, Reporting, implementation, and billing
- Provides direction and support to Project team

- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
- Assesses team performance and adjusts as necessary
- Coordinates with in Scope third party providers to align activities with ongoing Project tasks

| Resource | Title | Expected Commitment | On-Site Commitment* | Duration | Key Personnel |
|---|---|---|---|---|---|
| Steve Doinidis | Project Manager | 25% | 2 days per quarter | Phase 2 | Yes |

## 2.2.1.5    Tyler Leads

Tyler Leads have direct involvement with the Project and are part of the Tyler escalation process. These team members offer additional support to the Project team and collaborate with other Tyler team members, as needed, in order to escalate and facilitate implementation Project activities and decisions. Tyler Leads have been allocated for the following applications: Financials (Accounting/General Ledger, Accounts, Budgeting, Capital Assets, Cash Management, Project & Grant Accounting, Quatred Interfaces, CAFR Statement Builder, Miscellaneous Cash Receipts(A/R), General Billing), Procure to Pay (Bid Management, Contract Management, Purchasing, eProcurement, Inventory, Accounts Payable), Payroll (Payroll, Employee Self Service, Employee Expense Reimbursement, ExecuTime Time & Attendance), Human Capital Management (Human Resources, Talent Management, Recruiting) Utility Billing (Utility Billing CIS, UB Interface), and Accounts Receivable/Cashiering (Accounts Receivable, Tyler Cashiering). These subject matter experts will be will be responsible for performing the following activities:

- Perform all Current and Future State Analysis Discovery Sessions
- Lead City Functional Leads and Subject Matter Experts through business process redesign
- Develop System Design Test Scripts (DED-06) to guide testing of new business processes
- Modify System Design based on City decisions and documenting
- Develop the System Design Document (DED-07) for each functional area
- Develop the Business Process Improvement Report (DED-08) to document the major improvements captured through business process redesign
- Develop Process Manuals (DED-10) and End User Guides (DED-11)
- Develop User Acceptance Test Scripts (DED-12)
- Develop and maintain a Requirements Traceability Matrix (DED-13)
- Provide detailed input during the creation of the Production Cutover Plan (DED-14)
- Provide high-level product expertise and creative solutions to meet City functional requirements
- Conduct training per the Education Management Plan (subset of DED-03)
- Test functionality with City
- Perform problem solving
- Follow up on issues
- Perform assessments of City's Post Cutover activities and identify areas of potential improvement
- Contribute to development of Post Cutover Evaluation Report (DED-19)
- Complete weekly site reports detailing activities for each implementation day

# EXHIBIT A TO RESOLUTION

- Keep project manager apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or adversely impacting the success of the project
- Conduct conversion and forms analysis
- Conduct training as per the Education Management Plan
- Test functionality with City
- Perform problem solving and troubleshooting
- Follow up on issues
- Conduct User Acceptance Testing
- Participate in the resolution of issues identified during User Acceptance Testing
- Conduct Parallel or Trial Run Testing
- Complete weekly site reports detailing activities for each implementation day

| Resource | Title | Expected Commitment | Estimated Onsite Days per Month | Duration | Key Personnel |
|---|---|---|---|---|---|
| Cam Miles | Payroll/HR Lead | 100% | 9-13 | Phase 1 | Yes |
| Kimberly Murdock | Utility Billing Lead | 100% | 9-13 | Phase 2 | Yes |
| Named 45 days prior to the start of the phase | Procure to Pay Lead | 100% | 9-13 | Phase 3 | Yes |
| Named 45 days prior to the start of the project | Financial Lead | 100% | 9-13 | Phase 3 | Yes |

Onsite time per month will vary based on project activities, but in general will follow a heavy two (2) week onsite schedule with a one (1) week offsite schedule, repeated throughout. Exceptions to this pattern will be planned around significant project activities such as Production Cutover. The purpose for this pattern is two-fold: (1) significant work effort without travel over the two week period; (2) offsite time for Tyler resources to complete deliverables, assist with building setup tables, testing, etc. without interruption and downtime for travel, as well as expense to the City.

Tyler Lead and Implementation Consultant resources listed as having a 100% commitment to the project will not work with any other Tyler clients.

## 2.2.1.6    Tyler Implementation Consultants

Tyler Implementation Consultants have direct involvement with the Project and offer additional support to the Project team, collaborate with other Tyler team members, as needed, in order to complete all project tasks and ensure thorough knowledge transfer to City users.

- Conduct assigned functional analysis
- Conduct training as per the Education Management Plan
- Test functionality with City
- Perform problem solving and troubleshooting
- Follow up on issues
- Complete weekly site reports detailing activities for each implementation day
- Keep Tyler Functional Leads and Project Manager apprised of issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or adversely impacting the success of the project
- Onsite time per month will vary based on project activities, but in general will be planned according to available project hours and scheduled tasks

## 2.2.1.7    Tyler Conversion Programmers

Tyler Conversions Programmers are remote resources that have indirect involvement with the project and with coordination and direction from the Tyler Project Manager, Tyler Functional Leads, and City Leads, create and maintain project-specific conversion programs to migrate legacy system data into the required tables for the Tyler system.  Approximately 3-4 programmers will provide the following services for the project:

- Develop customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping
- Provide custom conversion packages to be loaded into the Tyler system via the Managed Internet Update (MIU) utility by Tyler SaaS resources
- Provide error reports on unsupported data conditions and the merging or normalization of data fields
- Perform modifications and correction to customized conversion programs as data anomalies and exception conditions are discovered

## 2.2.1.8    Tyler Forms Designers

Tyler Forms Designers are remote resources that have indirect involvement with the project and with coordination from the Tyler Project Manager, Tyler Functional Leads, Implementation Consultants, and City project resources, develop customized customer-facing and employee-facing output such as checks, invoices, and W2s, if needed.

## 2.2.1.9    Tyler Developers

Tyler Developers are remote resources that have indirect involvement with the project and with coordination from the Tyler Project Manager, Tyler Functional Leads, Implementation Consultants, and City project resources, develop custom reporting components. Approximately 1-2 Tyler Developers will provide the following services for the project, if needed:

- Gather requirements for reports

- Review existing product offerings to determine if functionality is available OTS
- Create and deliver functional specifications for the requested reports
- Create reports per approved specifications
- Perform internal quality assurance
- Perform knowledge transfer to Implementation Consultants
- Demonstrate reports to City
- Provide custom development packages to be loaded into the Tyler system via the Managed Internet Update (MIU) utility, as applicable
- Perform and provide any necessary defect corrections

## 2.3 Project Governance Tools

### 2.3.1 Project Charter

The City and Tyler will create the Project Charter (DED-01) to formally outline the purpose of the project and establish authority for moving forward with subsequent project activities. This will be the first official action of the City/Tyler Project Team and will also serve to document buy-in from all key participants.

#### 2.3.1.1 Project Charter Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Sponsor / Executive Oversight | • Review Project Charter<br>• Authorize Project | • Review Project Charter<br>• Authorize Tyler Resources |
| Steering Committee | • Review Project Charter<br>• Sign Project Charter | • Review Project Charter |
| Project Manager | • Work with Tyler Project Manager to develop Project Charter<br>• Review Project Charter<br>• Sign Project Charter | • Lead development of Project Charter<br>• Incorporate City feedback in development of Project Charter<br>• Review Project Charter<br>• Sign Project Charter<br>• Deliver Project Charter (DED-01)<br>• Initiate workflow acceptance for DED-01 |
| Functional Leads | • Review Project Charter<br>• Sign Project Charter | • Review Project Charter |

#### 2.3.1.2 Project Charter Requirements & Notes

The Project Charter is considered a Tyler deliverable and as such, is detailed further in Appendix 1.

### 2.3.2 Management Plan

The City and Tyler will develop a Management Plan (DED-03) during the initial planning meetings at the onset of the Project. This Management Plan will govern the techniques and procedures that will be used to manage the varied conditions and events that will occur throughout the Project life cycle as part of

controlling key elements such as scope, cost, time, and quality. In addition, the Management Plan will serve as a communication tool that guides City and Tyler Project Teams on specific Project objectives, management involvement, resolution paths, and action paths for the following Plan subsets:

- Scope Management Plan
- Schedule Management Plan
- Risk Management Plan
- Financial Management Plan
- Communication Management Plan
- Issue Management Plan
- Release & Code Management Plan
- Quality Management Plan
- Education & Training Management Plan
- Resource Management Plan
- Integration Management Plan
- Requirements Management Plan
- Change Control Management Plan

## 2.3.2.1 Management Plan Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | · Review adopted Management Plan | · Review adopted Management Plan |
| Project Manager | · Review baseline version of Management Plan<br>· Collaborate with Tyler Project Manager on Management Plan changes to baseline version<br>· Accept Management Plan (DED-03)<br>· Collaborate with Tyler Project Manager on Management Plan changes following change control, as needed | · Lead development of Management Plan<br>· Deliver baseline version of Management Plan<br>· Collaborate with City Project Manager on Management Plan changes to baseline version<br>· Deliver Management Plan (DED-03)<br>· Collaborate with City Project Manager on Management Plan changes following change control, as needed<br>· Initiate Workflow acceptance for DED-03 |
| Functional Leads | · Review baseline Management Plan<br>· Provide feedback during development of Management Plan<br>· Review adopted Management Plan | · Review baseline Management Plan<br>· Provide feedback during development of Management Plan<br>· Review adopted Management Plan |
| Subject Matter Experts / Others | · Review adopted Management Plan | · Review adopted Management Plan |

## 2.3.2.2    Management Plan Requirements & Notes

The Management Plan is considered a Tyler deliverable and as such, is detailed further in Appendix 1.

## 2.3.3 Project Plan

Tyler will create the baseline Project Plan (DED-04), in collaboration with City Project Manager, using Microsoft Project 2016 Professional, for the first phase within 60 calendar days from the first project planning session. The Project Plan will contain all milestones and tasks needed to complete the phase and will be stored on the Project SharePoint site. Upon completion and acceptance of the first phase Project Plan, Tyler and City will begin work on the Project Plan for subsequent phases. The Project Plan for each respective subsequent phase shall be completed at least ninety (90) calendar days prior to the start of any subsequent phase activities. Once the Project Plan is approved by City, Tyler's Project Manager will edit and update as necessary as part of regularly scheduled project management meetings with City's Project Manager.

All project tasks will be assigned owners and due dates which correspond to the overall Project Schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

## 2.3.3.1    Project Plan Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | · Review Gantt Chart & Project Schedule | · Review Gantt Chart & Project Schedule for compliance with SOW |
| Project Manager | · Work with Tyler Project Manager to develop Project Plan<br>· Provide regular and timely updates to Tyler Project Manager on status of City assignments<br>· Provide guidance to Tyler Project Manager as to correct City resource assignments | · Lead development of Project Plan & Schedule<br>· Incorporate City feedback in development of Plan and Schedule<br>· Maintain the Project Plan on a weekly basis<br>· Identify and assign appropriate resources to tasks<br>· Initiate Workflow acceptance for DED-04 |
| Functional Leads | · Identify applicable sessions and deadlines on the Project Plan and schedule accordingly<br>· Communicate schedule conflicts, blackout dates to City Project Manager<br>· Identify back-up personnel for absences | · Identify applicable sessions and deadlines on the Project Plan and schedule accordingly<br>· Communicate schedule conflicts, travel requirements to Tyler Project Manager |

| Subject Matter Experts / Others | • Identify applicable sessions and deadlines on the Project Plan and schedule accordingly<br>• Communicate schedule conflicts, blackout dates to City Project Manager | • Identify applicable sessions and deadlines on the Project Plan and schedule accordingly<br>• Communicate schedule conflicts, travel requirements to Tyler Project Manager |
|---|---|---|

### 2.3.3.2    Project Plan Requirements & Notes

The Project Plan is considered a Tyler deliverable and as such, is detailed further in Appendix 1.

### 2.3.4 Project Status Reports

The Tyler Project Manager will prepare project status reports weekly throughout the project. Project Status reports are intended for the City Steering Committee, City Project Manager, City Functional Leads, Tyler Steering Committee, and Tyler Functional Leads and provide the following key elements:

o  Project Status
o  Summary of accomplishments
o  List of tasks scheduled to be completed but have not been completed with an explanation of why and what corrective actions are being made
o  Status of key milestones and deliverables
o  Upcoming tasks and schedule
o  Key Issues/Risks (including issues/risk that may impact project goals)
o  Planned risk mitigation strategy
o  Summary of change requests
o  Detailed breakdown of hours expended by all billable Tyler staff

### 2.3.4.1    Project Status Reports Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Review Status Reports<br>• Act on issues that require resolution at management level<br>• Escalate unresolved issues to City Project Sponsor | • Review Status Reports<br>• Act on issues that require resolution at management level<br>• Escalate unresolved issues to Tyler Executive Oversight |
| Project Manager | • Provide any necessary updates for status reports<br>• Participate in weekly status meetings<br>• Review status reports<br>• Escalate issues to Steering Committee that require resolution assistance<br>• | • Prepare weekly Status Reports<br>• Post Status Reports to Project SharePoint Site<br>• Facilitate weekly status meeting<br>• Escalate issues to Steering Committee that require resolution assistance |

| | City Responsibility | Tyler Responsibility |
|---|---|---|
| Functional Leads | • Provide task status updates to City Project Manager<br>• Report issues and issue status updates to City Project Manager<br>• Review Project Status Report<br>• Attend Status Meeting, as requested | • Provide task status updates to City Project Manager<br>• Report issues and issue status updates to City Project Manager<br>• Review Project Status Report<br>• Attend Status Meeting, as requested |
| Subject Matter Experts / Others | • Provide task status updates to City Project Manager<br>• Report issues and issue status updates to City Project Manager<br>• Review Project Status Report<br>• Attend Status Meeting, as requested | • Provide task status updates to City Project Manager<br>• Report issues and issue status updates to City Project Manager<br>• Review Project Status Report<br>• Attend Status Meeting, as requested |

### 2.3.4.2    Project Status Reports Requirements and Notes

- The content and format for the status reports will be mutually agreed as part of the project planning phase of the project
- The City will cooperate and provide timely information for inclusion on the status report
- Tyler will submit one status report that identifies issues related to the entire project
- The Status report will be delivered at least two (2) business days prior to any scheduled Status Meeting

## 2.3.5 Steering Committee Meetings

The Communications Plan developed at the beginning of the project (as part of the overall Management plan) will identify a meeting schedule for the Steering Committee. It is expected that the Steering Committee will meet monthly, and City Project Manager will prepare the Steering Committee Agenda prior to all scheduled Steering Committee Meetings. The Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, the Tyler Sr. Director or Vice President of Implementation may participate in the Steering Committee meeting either in person or by phone.

### 2.3.5.1    Steering Committee Meetings Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Participate in meetings at least once a month | • Participate in Steering Committee Meetings as needed |
| Project Manager | • Develop agenda for Steering Committee Meetings<br>• Participate in Steering Committee Meetings | • Provide input for Steering Committee agendas<br>• Participate in Steering Committee Meetings |
| Functional Leads | • Provide functional expertise to support decision-making during meetings, as needed | • Provide functional expertise to support decision-making during meetings, as needed |

| Subject Matter Experts / Others | · Provide functional expertise to support decision-making during meetings, as needed | · Provide functional expertise to support decision-making during meetings, as needed |
|---|---|---|

### 2.3.5.2    Steering Committee Meetings Requirements and Notes

- City may cancel Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting
- Upon submission of the agenda by the City Project Manager, Tyler shall review and provide comments or questions on the agenda within two (2) business days
- City shall make any required revisions promptly to allow for appropriate meeting preparation

### 2.3.6 Project SharePoint Site

Tyler will provide and host a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain a current copy of the Project Plan, display the Project Schedule by Phase, house all Tyler project Deliverables and supplemental documents, any relevant City project documents, all sign offs, Contract documents, change orders, or other documents that will be shared with the project team.

### 2.3.6.1    Project SharePoint Site Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | · Review SharePoint Site as necessary | · Review SharePoint Site as necessary |
| Project Manager | · Manage City information on SharePoint Site<br>· Utilize SharePoint site for sign-off and milestone approvals<br>· Ensure City Project Team members are utilizing site fully | · Manage overall SharePoint Site<br>· Keep Site up to date and well organized<br>· Ensure sign-off and milestone tracking is in compliance with contract<br>· Ensure Project Schedule is accurate and accessible to project members |
| Functional Leads | · Utilize SharePoint for project documents (both posting and downloading) | · Utilize SharePoint for project documents (both posting and downloading) |
| Subject Matter Experts / Others | · Review SharePoint as necessary | · Utilize SharePoint for project documents (both posting and downloading) |

### 2.3.6.2    Project SharePoint Site Requirements and Notes

- As part of the Project Planning sessions, the Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use
- Tyler will be responsible for providing access and logon credentials to City staff that will need access to the SharePoint site

- Tyler does not perform daily backups of the SharePoint site since the introduction of Microsoft O365
- Tyler recommends using Microsoft versioning settings on lists and libraries
- Deleted Items on the SharePoint site are held in recycle bin for 93 days, and then another 93 days in the site collection recycle bin after which the item is permanently deleted
- Should the City want a copy of their site, a ticket may be created with the site URL and a copy of the site will be provided in a zip file and downloaded to the City's lists and libraries, at no charge

## 2.3.7 Issues Log and Issues Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues and any related risks and key project decisions, both City and Tyler project team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

City and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. City and Tyler Project Managers will collaboratively review assigned priorities and owners and validate that the correct priority and owner has been assigned to each issue. During the critical phases of the project, the City and Tyler Project Manager will review the issues log on a daily basis.

### 2.3.7.1    Issues Log and Issues Tracking Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | ・ Serve as a point of escalation | ・ Serve as a point of escalation |
| Project Manager | ・ Document and review issues for priority and assignment<br>・ Escalate issues, as needed<br>・ Resolve issues | ・ Document and review issues for priority and assignment<br>・ Escalate issues in a timely manner to ensure time-sensitive resolution, as needed<br>・ Resolve issues |

| | | |
|---|---|---|
| Functional Leads | • Document issues<br>• Assign priority and owner<br>• Resolve issues | • Document issues<br>• Assign priority and owner<br>• Resolve issues |
| Subject Matter Experts / Others | • Document issues<br>• Assign priority and owner<br>• Resolve issues | • Document issues<br>• Assign priority and owner<br>• Resolve issues |

### 2.3.7.2    Issues Log and Issues Tracking Requirements & Notes

- At any time during the project, if City is not satisfied with the level of response from the Tyler Project Manager or Tyler Steering Committee, City will reserve the right to escalate the issue to the Tyler Executive Oversight representative.
- Tyler's Executive Oversight representative will have responsibility for overall project delivery.

## 2.3.8 Implementation Deliverable & Control Point Acceptance

Throughout the Project, there are defined Deliverables and Control Points that require formal review and acceptance by the City.  When the Deliverables are complete, or Control Points are met, the Tyler Project Manager will notify the City Project Manager and provide the appropriate documents for review.

The following process will be used for accepting Deliverables and Control Points:

- City will have ten (10) business days from the date of delivery, or as otherwise mutually agreed to by the parties in writing, to sign-off on each Deliverable or Control Point
- If the City does not sign off within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted
- If the City does not agree that the particular Deliverable or Control Point has been satisfactorily completed, City will notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery
- Tyler will correct any deficiencies and redeliver the Deliverable or Control Point
- City will then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the milestone
- If the City does not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted
- The process set forth in the paragraphs above will continue until all issues have been addressed and the Deliverable or Control Point is accepted by the City
- Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process

### 2.3.8.1    Implementation Deliverable & Control Point Acceptance Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Review any Control Point or Deliverable issues escalated by the City Project Manager | • Review any Control Point or Deliverable issues escalated by the City Project Manager<br>• Assist in any escalated issues related to acceptance |

| Project Manager | • Review and accept or reject Deliverable and/or Control Point<br>• Provide detailed feedback on any rejections | • Submit Deliverable and Control Point documents for acceptance<br>• Take corrective action on any rejections<br>• Escalate issues that require Steering Committee assistance |
|---|---|---|
| Functional Leads | • Review incremental materials that are part of Control Point and Deliverables prior to submission | • Review incremental materials that are part of Control Point and Deliverables prior to submission |
| Subject Matter Experts / Others | • Review incremental materials that are part of Control Point and Deliverables prior to submission | • Review incremental materials that are part of Control Point and Deliverables prior to submission |

### 2.3.8.2    Implementation Deliverable & Control Point Acceptance Requirements & Notes

- All review periods for Deliverables and Control Points will be tracked in the Project Plan
- The City Project Manager will have decision authority to approve or reject all project Deliverables and Control Points
- Both Tyler and City Project Managers are required to sign off on the Control Point acceptance

## 2.3.9 Site Reports

Each Tyler resource that delivers billable project services for the City will provide a site-report and post it to the respective Document Library on the Project SharePoint site. All site reports will contain meeting notes, and newly discovered or updated issues, documentation of any decisions during the visit, and task assignments, if any. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding them to the Issues Log or Risk Register.

If the content of the notes relate to Deliverable content, Tyler will add the relevant information to the deliverable as is appropriate.

### 2.3.9.1    Site Reports Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Review Site Reports<br>• Validate City task assignments are on target | • Review Site Reports<br>• Ensure Site Reports meet quality standards<br>• Add Issues and/or Risks to appropriate list |
| Functional Leads | • Review Site Reports<br>• Validate City task assignments are on target<br>• Perform assigned tasks | • Write Site Reports |

| Subject Matter Experts / Others | • Review Site Reports<br>• Perform assigned tasks | • Write Site Reports |
|---|---|---|

## 2.3.9.2 Site Reports Requirements & Notes

- All site reports will be reviewed and edited for quality by the Tyler Project Manager prior to posting to SharePoint for City review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Site reports will be reviewed by the City Project Manager weekly for accuracy prior to acceptance of each phase.
- Completion of site reports will be part of acceptance criteria for each phase.
- Tyler will develop and maintain a tracking mechanism that shows what Site Reports have been submitted by resource by date.
- Tyler will be responsible for adding any information in Site Reports to relevant deliverables, project issue lists, project plan, or other project document.

# 3 Implementation

## 3.1 Project Scope

The project scope is comprised of the modules defined in Section 1.3, data conversions, interfaces, reports, workflows, and deliverables defined elsewhere inthis SOW, plus any related professional services described throughout this Statement of Work (SOW). If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they will also be included within the scope.

### 3.1.1 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the Client's policies and must provide adequate time for consideration.  Client acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement, including adjusting or adding milestone payments where applicable.

#### 3.1.1.1 Implementation Services Change Process

If Client requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, Client's Project Manager shall deliver to the Tyler's Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it.  Tyler, within ten (10) business days following the date of receipt of such change request, or such other time frame  as may be mutually agreed between the parties, , shall provide Client with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans

- Schedule for completion
- Acceptance criteria
- Impact on current milestones and payment schedule
- Impact on project goals and objectives
- Price

### 3.1.1.2    Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.

Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help Tyler best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by Tyler's Development Teams. Tyler, within thirty (30) business days following the date of receipt of such change request, or such other time frame as may be mutually agreed between the parties, will provide a written response to the request. If the request is not generally consistent with the current direction of the respective product, Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:
   - Specification
   - Schedule for completion
   - Minimum version requirements
   - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
   - Impact on current milestones and payment schedule
   - Impact on project goals and objectives
   - Response due date
   - Total cost

All Request for Development requests will be coordinated and/or approved first by Client Project Manager or other designee and Tyler Project Manager.  Development requests will also be identified on the issues log and elevated to Client Executive Steering Committee for review at the next Executive Steering Committee meeting.

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the

Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due Date, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

| | Client Role | Tyler Role |
|---|---|---|
| Steering Committee | · Review and approve change proposals | · N/A |
| Project Manager | · Communicate requested changes to Tyler | · Coordinate change process<br>· Communicate requested changes to Client |
| Project Team / Implementation Consultant | · Communicate issues, risks, and other potential change items to Client project manager | · Communicate issues, risks, and other potential change items to<br>Tyler project manager |
| Subject Matter Expert / Other | · N/A | · N/A |

### 3.1.1.3    Requirements/Notes

- Client acknowledges that such scope change proposals may affect the implementation schedule and go-live dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from Client Project Managers' receipt of such scope change proposal, Client shall notify Tyler in writing if Client elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by Client Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project milestones, including pricing milestones will also be elevated to Client Executive Steering Committee for review.
- The Client will not be responsible for payment on any service outside the scope of the agreement without a mutually agreed upon change request.

## 3.2   Methodology

Each Phase of the Project will be implemented in stages using the methodology illustrated below and defined in detail in this section. Throughout the project methodology, there are defined Deliverable and Control Point Acceptance criteria for each implementation stage to ensure that the City fully understands and accepts the project progress.
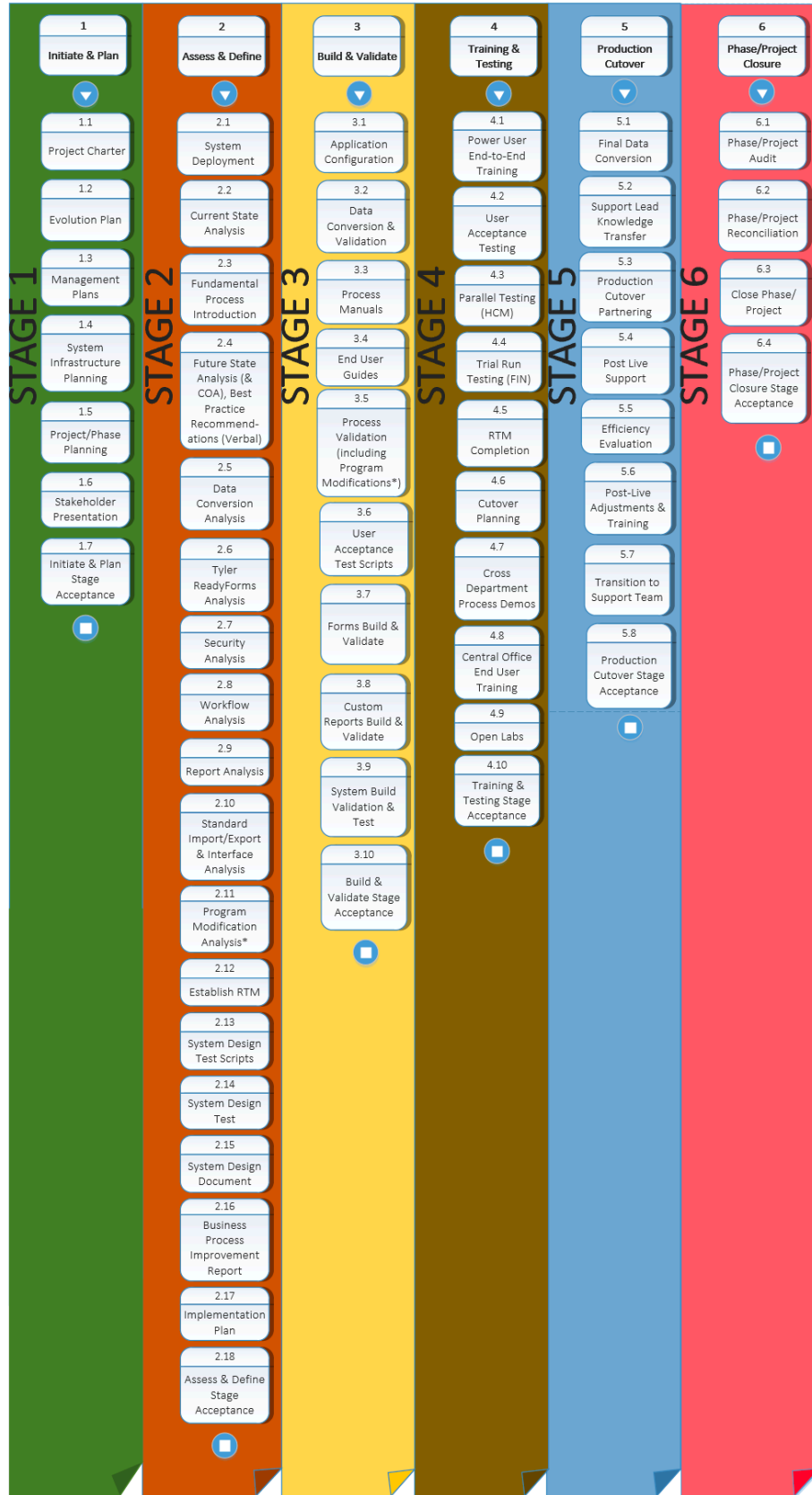
Deliverables are defined as tangible project outputs produced by Tyler and delivered to the City for review and acceptance. Control Points are project review points comprised of major critical path tasks and Deliverables associated with each implementation stage to be used to assist in controlling quality. At each Control Point, the City and Tyler Project Managers must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next implementation stage. The process for accepting each Deliverable and Control Point is identified in Section 2.3.8. Only Stage One does not require acceptance prior to moving to Stage Two. This exception is made in order to avoid unnecessary project delays while the full Stage One acceptance criteria is met.

### 3.2.1 Work Breakdown Structure

Tyler will use a Work Breakdown Structure, or WBS, to depict overall project work. The following is the baseline WBS reflecting the major stages and components.

# EXHIBIT A TO RESOLUTION

## STAGE 1 — Initiate & Plan (1)

- 1.1 Project Charter
- 1.2 Evolution Plan
- 1.3 Management Plans
- 1.4 System Infrastructure Planning
- 1.5 Project/Phase Planning
- 1.6 Stakeholder Presentation
- 1.7 Initiate & Plan Stage Acceptance

## STAGE 2 — Assess & Define (2)

- 2.1 System Deployment
- 2.2 Current State Analysis
- 2.3 Fundamental Process Introduction
- 2.4 Future State Analysis (& COA), Best Practice Recommend-ations (Verbal)
- 2.5 Data Conversion Analysis
- 2.6 Tyler ReadyForms Analysis
- 2.7 Security Analysis
- 2.8 Workflow Analysis
- 2.9 Report Analysis
- 2.10 Standard Import/Export & Interface Analysis
- 2.11 Program Modification Analysis*
- 2.12 Establish RTM
- 2.13 System Design Test Scripts
- 2.14 System Design Test
- 2.15 System Design Document
- 2.16 Business Process Improvement Report
- 2.17 Implementation Plan
- 2.18 Assess & Define Stage Acceptance

## STAGE 3 — Build & Validate (3)

- 3.1 Application Configuration
- 3.2 Data Conversion & Validation
- 3.3 Process Manuals
- 3.4 End User Guides
- 3.5 Process Validation (including Program Modifications*)
- 3.6 User Acceptance Test Scripts
- 3.7 Forms Build & Validate
- 3.8 Custom Reports Build & Validate
- 3.9 System Build Validation & Test
- 3.10 Build & Validate Stage Acceptance

## STAGE 4 — Training & Testing (4)

- 4.1 Power User End-to-End Training
- 4.2 User Acceptance Testing
- 4.3 Parallel Testing (HCM)
- 4.4 Trial Run Testing (FIN)
- 4.5 RTM Completion
- 4.6 Cutover Planning
- 4.7 Cross Department Process Demos
- 4.8 Central Office End User Training
- 4.9 Open Labs
- 4.10 Training & Testing Stage Acceptance

## STAGE 5 — Production Cutover (5)

- 5.1 Final Data Conversion
- 5.2 Support Lead Knowledge Transfer
- 5.3 Production Cutover Partnering
- 5.4 Post Live Support
- 5.5 Efficiency Evaluation
- 5.6 Post-Live Adjustments & Training
- 5.7 Transition to Support Team
- 5.8 Production Cutover Stage Acceptance

## STAGE 6 — Phase/Project Closure (6)

- 6.1 Phase/Project Audit
- 6.2 Phase/Project Reconciliation
- 6.3 Close Phase/ Project
- 6.4 Phase/Project Closure Stage Acceptance

* - These steps only occur if Program Modifications are required.

## 3.2.2 Deliverables

Tyler will provide the Deliverables identified in the table below. Deliverables will be submitted as a work product for City review and follow the Deliverable acceptance procedures defined in Section 2.3.8. The objective, scope, format, outline roles (Tyler and City) and acceptance criteria for each Deliverable listed below is described in detail in Appendix 1: Deliverable Expectation Document.

For purposes of this SOW, Deliverable names are assigned a unique, sequentially numbered Deliverable Expectation Document (DED) number, i.e. DED-01. For each Deliverable that is repeated or updated for a given Phase, the Deliverable will be prefixed with the Phase number and the unique Deliverable number, i.e. 1-01 indicates Phase 1, DED-01. For this project, Phase 1 designates the Financial suite of applications, Phase 2 designates the Human Capital Management suite of application, and Phase 3 designates the Utility Billing and Collections suite of applications listed in the table in Section 3.1.

| Deliverable | Deliverable Number |
|---|---|
| **DELIVERED ONCE DURING PROJECT** | |
| Project Charter | DED-01 |
| Evolution Plan | DED-02 |
| Management Plans | DED-03 |
| SaaS Installation Report | DED-05 |
| Project Reconciliation Report | DED-16 |
| **PHASE 1 DELIVERABLES** | |
| Project Plan | DED-1-04 |
| System Design Test Scripts | DED-1-06 |
| System Design Document | DED-1-07 |
| Business Process Improvement Report | DED-1-08 |
| Implementation Plan | DED-1-09 |
| Process Manuals | DED-1-10 |
| End User Guides | DED-1-11 |
| User Acceptance Test Scripts | DED-1-12 |
| Requirements Traceability Matrix | DED-1-13 |
| Production Cutover Plan | DED-1-14 |
| Phase Reconciliation Report | DED-1-15 |

# EXHIBIT A TO RESOLUTION

| PHASE 2 DELIVERABLES | |
|---|---|
| Project Plan | DED-2-04 |
| System Design Test Scripts | DED-2-06 |
| System Design Document | DED-2-07 |
| Business Process Improvement Report | DED-2-08 |
| Implementation Plan | DED-2-09 |
| Process Manuals | DED-2-10 |
| End User Guides | DED-2-11 |
| User Acceptance Test Scripts | DED-2-12 |
| Requirements Traceability Matrix | DED-2-13 |
| Production Cutover Plan | DED-2-14 |
| Phase Reconciliation Report | DED-2-15 |
| PHASE 3 DELIVERABLES | |
| Project Plan | DED-3-04 |
| System Design Test Scripts | DED-3-06 |
| System Design Document | DED-3-07 |
| Business Process Improvement Report | DED-3-08 |
| Implementation Plan | DED-3-09 |
| Process Manuals | DED-3-10 |
| End User Guides | DED-3-11 |
| User Acceptance Test Scripts | DED-3-12 |
| Requirements Traceability Matrix | DED-3-13 |
| Production Cutover Plan | DED-3-14 |
| Phase Reconciliation Report | DED-3-15 |

## 3.2.3 Control Points

The following Control Points have been defined for the Project. Each, with the exception of Stage 1, must be formally accepted prior to moving on to the next stage in the project. City may conditionally authorize, with written reasons for conditional authorization, to proceed with the project and withhold final acceptance of a Control Point. For the Control Point to be finally accepted, all work identified under each must be complete.

| Phase | Control Point | Description / Acceptance Criteria |
|---|---|---|
| 1 | 1.1 | Stage 1 Acceptance<br><br>• Project Charter (DED-01) delivered and accepted<br>• Evolution Plan (DED-02) delivered and accepted<br>• Management Plan (DED-03) delivered and accepted<br>• Project Plan (DED-1-04) delivered and accepted<br>• Stakeholder Presentation Complete |
| 1 | 1.2 | Stage 2 Acceptance<br><br>• SaaS Installation Report (DED-05) delivered and accepted<br>• City can access Tyler environments<br>• Chart of Accounts analysis, workbook build, and initial data conversion has completed<br>• Current and Future State Analysis is complete<br>• Authorization to load Chart of Accounts in Production sign-off received from City<br>• System Design Test Scripts (DED-1-06) delivered and accepted<br>• System Design Tests completed to City's satisfaction<br>• Requirements Traceability Matrix baseline is being updated with City decisions<br>• System Design Document (DED-1-07) delivered and accepted<br>• Business Process Improvement Report (DED-1-08) delivered and accepted<br>• Implementation Plan (DED-1-09) delivered and accepted |
| 1 | 1.3 | Stage 3 Acceptance<br><br>• Application has been fully configured<br>• Data conversion programs have been accepted as providing accurate data<br>• Process Manuals (DED-1-10) delivered and accepted<br>• End User Guides (DED-1-11) delivered and accepted<br>• Process Validation has occurred, along with the City Project Team training needed to support the validation efforts<br>• User Acceptance Test Scripts (DED-1-12) delivered and accepted<br>• Tyler Forms loaded on server<br>• Custom Reports (if any) delivered and in the process of review and acceptance<br>• System Build Validation Test has been performed |
| 1 | 1.4 | Stage 4 Acceptance |

| | | |
|---|---|---|
| | | · All in-scope pre-live Training has been completed<br>· User Acceptance Testing has been completed and met Quality Assurance standards<br>· Requirements Traceability Matrix (DED-1-13) delivered and accepted<br>· Production Cutover Plan (DED-1-14) delivered and accepted<br>· Cross Department Demos performed<br>· Tyler Forms are finalized, approved, and all bank approvals are final<br>· Custom Reports (if any) delivered and accepted |
| 1 | 1.5 | Stage 5 Acceptance<br><br>· Final conversion data has been accepted and loaded in Production database<br>· Authorization to proceed with Production Cutover has been received<br>· Conditional Acceptance, as defined in the Agreement is received.<br>· City is processing live transactions in the Tyler system<br>· All final implementation services have been delivered, as scheduled, within the Post-Live period<br>· Post Cutover Efficiency Evaluation is performed<br>· Transition to Support has completed |
| 1 | 1.6 | Stage 6 Acceptance<br><br>· Project Audit has been completed and meets quality standards<br>· Phase Reconciliation Report (DED-1-15) delivered and accepted<br>· Final Acceptance, as defined in the Agreement, granted by Clent for phase) |
| 2 | 2.1 | Stage 1 Acceptance<br><br>· Project Plan (DED-2-04) delivered and accepted |
| 2 | 2.2 | Stage 2 Acceptance<br><br>· Current and Future State Analysis is complete<br>· System Design Test Scripts (DED-2-06) delivered and accepted<br>· System Design Tests completed to City's satisfaction<br>· Requirements Traceability Matrix baseline is being updated with City decisions<br>· System Design Document (DED-2-07) delivered and accepted<br>· Business Process Improvement Report (DED-2-08) delivered and accepted<br>· Implementation Plan (DED-2-09) delivered and accepted |
| 2 | 2.3 | Stage 3 Acceptance<br><br>· Application has been fully configured<br>· Data conversion programs have been accepted as providing accurate data<br>· Process Manuals (DED-2-10) delivered and accepted<br>· End User Guides (DED-2-11) delivered and accepted<br>· Process Validation has occurred, along with the City Project Team training needed to support the validation efforts<br>· User Acceptance Test Scripts (DED-2-12) delivered and accepted<br>· Tyler Forms loaded on server |

| | | |
|---|---|---|
| | | • Custom Reports (if any) delivered and in the process of review and acceptance<br>• System Build Validation Test has been performed |
| 2 | 2.4 | Stage 4 Acceptance<br><br>• All in-scope pre-live Training has been completed<br>• User Acceptance Testing has been completed and met Quality Assurance standards<br>• Requirements Traceability Matrix (DED-2-13) delivered and accepted<br>• Production Cutover Plan (DED-2-14) delivered and accepted<br>• Cross Department Demos performed<br>• Tyler Forms are finalized, approved, and all bank approvals are final<br>• Custom Reports (if any) delivered and accepted |
| 2 | 2.5 | Stage 5 Acceptance<br><br>• Final conversion data has been accepted and loaded in Production database<br>• Authorization to proceed with Production Cutover has been received<br>• City is processing live transactions in the Tyler system<br>• All final implementation services have been delivered, as scheduled, within the Post-Live period<br>• Post Cutover Efficiency Evaluation performed and reviewed<br>• Transition to Support has completed |
| 2 | 2.6 | Stage 6 Acceptance<br><br>• Project Audit has been completed and meets quality standards<br>• Phase Reconciliation Report (DED-2-15) delivered and accepted |
| 3 | 3.1 | Stage 1 Acceptance<br><br>• Project Plan (DED-3-04) delivered and accepted |
| 3 | 3.2 | Stage 2 Acceptance<br><br>• Current and Future State Analysis is complete<br>• System Design Test Scripts (DED-3-06) delivered and accepted<br>• System Design Tests completed to City's satisfaction<br>• Requirements Traceability Matrix baseline is being updated with City decisions<br>• System Design Document (DED-3-07) delivered and accepted<br>• Business Process Improvement Report (DED-3-08) delivered and accepted<br>• Implementation Plan (DED-3-09) delivered and accepted |
| 3 | 3.3 | Stage 3 Acceptance<br><br>• Application has been fully configured<br>• Data conversion programs have been accepted as providing accurate data<br>• Process Manuals (DED-3-10) delivered and accepted<br>• End User Guides (DED-3-11) delivered and accepted |

| | | |
|---|---|---|
| | | · Process Validation has occurred, along with the City Project Team training needed to support the validation efforts<br>· User Acceptance Test Scripts (DED-3-12) delivered and accepted<br>· Tyler Forms loaded on server<br>· Custom Reports (if any) delivered and in the process of review and acceptance<br>· System Build Validation Test has been performed |
| 3 | 3.4 | Stage 4 Acceptance<br><br>· All in-scope pre-live Training has been completed<br>· User Acceptance Testing has been completed and met Quality Assurance standards<br>· Requirements Traceability Matrix (DED-3-13) delivered and accepted<br>· Production Cutover Plan (DED-3-14) delivered and accepted<br>· Cross Department Demos performed<br>· Tyler Forms are finalized, approved, and all bank approvals are final<br>· Custom Reports (if any) delivered and accepted |
| 3 | 3.5 | Stage 5 Acceptance<br><br>· Final conversion data has been accepted and loaded in Production database<br>· Authorization to proceed with Production Cutover has been received<br>· City is processing live transactions in the Tyler system<br>· All final implementation services have been delivered, as scheduled, within the Post-Live period<br>· Post Cutover Efficiency Evaluation performed and reviewed<br>· Transition to Support has completed |
| 3 | 3.6 | Stage 6 Acceptance<br><br>· Project Audit has been completed and meets quality standards<br>· Phase Reconciliation Report (DED-3-15) delivered and accepted<br>· Project Reconciliation Report (DED-16) delivered and accepted |

## 3.3   Work Plan

### 3.3.1 Stage 1: Initiate & Plan

#### 3.3.1.1     Project Charter (DED-01)

The City and Tyler develop a Project Charter to formally outline the purpose of the project and authority for moving forward. Tyler delivers a Project Charter template that may be used as a starting point for the final document. The Tyler Project Manager works directly with the City Project Manager to finalize the Project Charter and achieve authorization to move forward from the City Executive Sponsor.

##### 3.3.1.1.1     Project Charter Roles & Responsibilities

See Appendix 1

### 3.3.1.1.2　Project Charter Requirements & Notes

See Appendix 1

## 3.3.1.2　Evolution Plan (DED-02)

The City and Tyler develop an Evolution Plan (DED-02) to capture and measure the delta between the City's current state and its Enterprise Goals at a more granular level.  This is done by outlining and describing the components and processes for establishing the evolutionary improvement that must occur over the course of the ERP Project.  Specific goals are directly linked to a plan with key activities, providing an outline of the activities required to meet each of the stated strategic goals pertaining to the implementation and utilization of the ERP solution.

The Evolution Plan will contain the following key sections:

- Overview of Project Goals

- Current and Future State Delta Assessment

- Major Steps in Transformation Process

- Expected Outcome

- Roles and Responsibilities

### 3.3.1.2.1　Evolution Plan Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | <ul><li>Provide input for Evolution Plan</li><li>Review and authorize Evolution Plan</li><li>Review and accept DED-02</li></ul> | <ul><li>Own development of Evolution Plan</li><li>Solicit information for content, current/future state delta</li></ul> |
| Functional Leads | <ul><li>Provide input for Evolution Plan</li><li>Review and accept DED-02</li></ul> | <ul><li>Write Evolution Plan using provided material and assessment</li></ul> |
| Subject Matter Experts / Others | <ul><li>Provide input for Evolution Plan</li></ul> | |

### 3.3.1.2.2　Evolution Plan Requirements & Notes

Tyler's baseline version of the Evolution Plan will be the starting point for the development of the City's Evolution Plan.

### 3.3.1.3 Management Plans (DED-03)

The City and Tyler develop a full set of Management Plans to outline how all aspects of the project will be managed and controlled throughout the full project lifecycle. Tyler delivers a set of Management Plan templates that may be used as starting points for the final set of documents. The plans will be modified throughout the project, as needed, with full change control in place.

#### 3.3.1.3.1 Management Plan Roles & Responsibilities

See Appendix 1

#### 3.3.1.3.2 Management Plan Requirements & Notes

See Appendix 1

### 3.3.1.4 System Infrastructure Planning

During this timeframe, several activities will occur in addition to planning. Tyler will conduct a pre-installation call to review environment needs, expectations and conduct a general overview of Tyler's SaaS services.

#### 3.3.1.4.1 Hardware Requirements

Appendix 3: Hardware Requirements outlines the recommended system requirements for City workstations supporting and accessing the Tyler ERP system and any in scope third party products.

#### 3.3.1.4.2 Environments

As part of the project, Tyler will establish multiple environments to support overlapping phases. All hardware specifications, requirements, and required staffing will support development of all listed environments. If it is determined that additional environments are required to support the implementation during implementation, Tyler and City staff will work together to design, setup and establish the requisite environment(s). Based on the projected Project phasing, Tyler will establish the following environments:

- Production
- Training (FIN/PR)
- Test (FIN/PR)
- Training (REV)
- Test (REV)
- Implementation (Pre-populated)

#### 3.3.1.4.3 Project/Product Release Schedule

Tyler's implementation approach requires that the City will adhere to the following upgrade schedule. Tyler's Project Team will coordinate with the City Project Team to coordinate the upgrade activities as follows:

| Tyler Product | Version | Test Environment Deployment | Live /Train Environment Deployment |
|---|---|---|---|
| Munis / ExecuTime | v2019.1 | v2019.1 | v2019.1 |
| CAFR Statement Builder | v1.0.6.68 | v1.0.6.68 | v1.0.6.68 |

Tyler and City Project Management staff will identify and plan all tasks and dependencies related to each planned version upgrade. Activities such as, environment(s) to be updated, testing, re-training, training and documentation will be identified in the project plan for each respective version upgrade. Future release implementations will be determined by Tyler and City Project Management staff.

### 3.3.1.4.4    Key Dates for Hardware Availability

To prevent delays in the project schedule, it is the responsibility of the City to have procured and installed all applicable hardware meeting the requirements listed in Appendix 3: Hardware Requirements by the dates established in the Project Plan.  Failure to have the necessary hardware may result in delays and changes to the project schedule.

### 3.3.1.4.5    System Infrastructure Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Attend pre-installation call<br>• Coordinate City procurement and/or installation of required hardware and software | • Attend pre-installation call<br>• Ensure City has hardware / software requirements and availability dates<br>• Communicate environment needs to team |
| Functional Leads | • IT Functional Lead attends call | • N/A |
| Subject Matter Experts / Others | • N/A | • N/A |

### 3.3.1.4.6    System Infrastructure Requirements & Notes

- Depending on final phase dates, specific environment requirements may change
- Planning for upgrades, whether mid or post implementation, will occur at a later date and will require an update to this document
- All notes from the planning call will be published to the Project SharePoint site by the Tyler Technical Lead

## 3.3.1.5    Project Plan (DED-04)

The City and Tyler will work collaboratively to document key project tasks, scheduling, resources, and responsibilities. Project Plan development will occur at the beginning of the project for the first sixty (60)

to ninety (90) days of project, but the City and Tyler will develop an initial 30 – 90 day schedule so that work can begin while development of the full Project Plan can be completed.

Project Planning consists of validating the scope of project, defining project-scheduling guidelines, validation of go-live dates, and determining blackout dates. The results of these planning activities will lead to development of the Project Schedule.

Additional components of Project Planning include, but are not limited to, identifying schedule constraints and critical deadlines, and coordination of non-contracted 3rd party implementations to integrate deliverables with Tyler timeline and requirements.

The Project Plan will contain:

- Project's activities and tasks, and corresponding dates Task Dependencies
- Specific resources assigned to project tasks with estimated staffing effort/duration (both Tyler & City)
- Detailed Project schedule / Work Break Down Structure (WBS) featuring phases, deliverables, and work packages
- Milestones, Deliverables and Control Points
- Testing periods
- City Review Periods for Milestones and Deliverables

### 3.3.1.5.1    Project Planning Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | · Resolve any staffing issues preventing schedule and plan from meeting goals | · Resolve any staffing issues preventing schedule and plan from meeting goals |
| Project Manager | · Provide City resource availability<br>· Assist in development of Project Plan where applicable<br>· Escalate issues that require Steering Committee assistance<br>· Review and accept or reject Deliverable DED-04<br>· Provide detailed feedback on any rejections | · Submit Project Plan (DED-04) for acceptance<br>· Take corrective action on any rejections<br>· Initiate workflow acceptance for DED-04<br>· Escalate issues that require Steering Committee assistance<br>· Prepare cohesive and detailed Project Plan<br>· Solicit City input on activities and resources |
| Functional Leads | · Provide input on resource availability and alignment<br>· Provide guidance on organizational structure<br>· Review Plan and block schedule according to accepted dates | · Provide input on detailed activities for functional areas<br>· Review Plan and block schedule according to accepted dates |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Subject Matter Experts / Others | • Review Plan and block schedule according to accepted dates | • Review Plan and block schedule according to accepted dates |

### 3.3.1.5.2 Project Planning Requirements & Notes

- The Project Plan (Plan) will be developed and maintained in Microsoft Project 2016
- The finalized and approved Project Plan will be posted as a file to the SharePoint site
- Tyler's Project Manager will edit and update the project plan as part of regularly scheduled project management meetings with the City Project Manager
- Certain elements of the Plan will be published to a calendar on the Project SharePoint site to facilitate City users' access to training schedules and other key project activities; typically, Tyler will publish only activities that involve City and Tyler interaction, such as training schedules
- The Project Plan will also allow sufficient time for all testing processes including test script development, testing execution, and testing issue resolution
- All projects tasks will be assigned owners and due dates which correspond with the overall project schedule
- Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates

## 3.3.1.6 Stakeholder Presentation

The City and Tyler will develop a formal presentation of the project to make to the City staff that conveys the overall project timelines, expectations of the project, and highlights project activities. During the Project/Phase Planning, the City and Tyler will work together to determine the appropriate messaging for the presentation, the City and Tyler Staff that should attend, and if it is an opportunity for City Executives to deliver expectations for participation and change.

### 3.3.1.6.1 Stakeholder Presentation Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Sponsor / Executive Oversight | • Attend Stakeholder Presentation<br>• Deliver Executive Mandate | • N/A |
| Steering Committee | • Attend Stakeholder Presentation<br>• Present Material, as needed | • N/A |
| Project Manager | • Prepare Stakeholder Presentation material with Tyler<br>• Coordinate meeting space and appropriate attendees and presenters<br>• Present material | • Participate in preparing Stakeholder Presentation material<br>• Coordinate appropriate Tyler resources for attendance<br>• Present material |
| Functional Leads | • Attend Stakeholder Presentation | • N/A |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | · Present Material, as needed | |
| Subject Matter Experts / Others | · To be determined by City | · N/A |

### 3.3.1.6.2 Stakeholder Presentation Requirements & Notes

- Tyler will lead a session on the development of a Stakeholder Presentation using a sample PowerPoint presentation
- The City will customize the presentation, with Tyler's assistance, and determine content, presenters, and appropriate attendees

## 3.3.1.7 Stage 1: Initiate & Plan Control Point

### 3.3.1.7.1 Stage 1: Initiate & Plan Deliverables

- Project Charter (DED-01)
- Evolution Plan (DED-02)
- Management Plans (DED-03)
  - o Scope Management Plan
  - o Schedule Management Plan
  - o Risk Management Plan
  - o Financial Management Plan
  - o Communication Management Plan
  - o Issue Management Plan
  - o Release & Code Management Plan
  - o Quality Management Plan
  - o Education & Training Management Plan
  - o Resource Management Plan
  - o Integration Management Plan
  - o Requirements Management Plan
- Project Plan (DED-1-04)

### 3.3.1.7.2 Stage 1: Initiate & Plan Outcomes

- The Project has been fully authorized by Project Sponsors and an Executive Mandate Delivered to the Project Community
- City and Tyler Project members have a clear understanding of the requirements for the Project
- The Project Goals and vision have been more succinctly defined for performance measurement
- Management Plans are in place to guide all aspects of project activities
- The Project Plan and schedule are in place for all applicable Project personnel
- The City and Tyler have established an effective, team-based working relationship

### 3.3.1.7.3 Stage 1: Initiate & Plan Acceptance Criteria

- Project Charter (DED-01) delivered and accepted

- Evolution Plan (DED-02) delivered and accepted
- Management Plan (DED-03) delivered and accepted
- Project Plan (DED-04) delivered and accepted
- Stakeholder Presentation complete

## 3.3.2 Stage 2: Assess & Define

### 3.3.2.1 SaaS Installation Report (DED-05)

Based on the information gathered during the SaaS Installation Planning call, Tyler begins the installation and completes the SaaS Installation Report (DED-05).

#### 3.3.2.1.1 SaaS Installation Report (DED-05) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Validate deployment requirements are met<br>• Review and accept or reject Deliverable DED-05<br>• Provide detailed feedback on any rejections | • Ensure communication of activities is ongoing with City<br>• Validate deployment requirements are met<br>• Review and deliver SaaS Installation Report (DED-05)<br>• Initiate workflow acceptance for DED-05 |
| Functional Leads | • Test access to environments<br>• Provide feedback to City Project Manager | • Test access to environments<br>• Provide feedback to Tyler Project Manager |
| Subject Matter Experts / Others | • N/A | • N/A |

#### 3.3.2.1.2 SaaS Installation Report (DED-05) Requirements & Notes

- Certain environments may not be established at the onset of the Project and timing will be agreed to during the SaaS Installation Planning step

### 3.3.2.2 Current State Analysis

As a prerequisite to Current State Analysis sessions, Tyler consultants will provide City users designated during the planning stage with basic questionnaires related to current business practices, policies, and procedures.

During these sessions, Tyler will review the City responses and ask further clarifications as well as ask the City to provide sample forms and discuss any current processing requirements as dictated by local, City, state or federal requirements. Tyler consultants will document the information collected from these discussions in a Microsoft Excel workbook that will ultimately become the System Design Document (DED-07), a deliverable of Stage 2: Assess & Define.

#### 3.3.2.2.1 Current State Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Communicate schedules and ensure resources are available<br>• Validate that pre-requisites are completed by due date | • Validate pre-requisite provided as required<br>• Validate sessions scheduled<br>• Validate agendas uploaded to SharePoint site two (2) weeks in advance<br>• Validate Current State information updated in System Design Documents |
| Functional Leads | • Provide solicited information in Questionnaires by due dates<br>• Attend Current State Analysis sessions<br>• Provide requested current state information<br>• Include Subject Matter Experts, as needed | • Create agendas and review with Project Manager<br>• Create Current State Questionnaires, review with Project Manager, and post to SharePoint as pre-requisite<br>• Review Questionnaires prior to Current State Sessions<br>• Conduct Current State Sessions<br>• Document findings in Current State Tab of System Design Document |
| Subject Matter Experts / Others | • Provide solicited information in survey | • N/A |

### 3.3.2.2.2 Current State Analysis Requirements & Notes

- The City will provide detailed information regarding unique calculations, reporting, forms, banking relationships, and any other pertinent information that will be required in ensuring the future state meets requirements

## 3.3.2.3 Fundamental Process Introduction

Fundamentals Process Introduction provides City Functional Leads and Power Users an overall understanding of Tyler software capabilities prior to beginning future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. During the introductory sessions, Tyler Consultants will demonstrate major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's software.

### 3.3.2.3.1 Fundamental Process Introduction Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Communicate schedules and ensure resources are available | • Validate pre-requisites provided as required<br>• Validate sessions scheduled |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | • Validate that pre-requisites are completed by due date | • Validate agendas uploaded to SharePoint site two (2) weeks in advance<br>• Validate Implementation database is ready and available for sessions |
| Functional Leads | • Attend Fundamental Process Introduction sessions<br>• Include Subject Matter Experts, as needed | • Create agendas and review with Project Manager<br>• Ensure Implementation database has appropriate data for Fundamental Process Introduction sessions<br>• Conduct sessions<br>• Document questions and/or findings from sessions |
| Subject Matter Experts / Others | • Attend Fundamental Process Introduction sessions | • N/A |

### 3.3.2.3.2 Fundamental Process Introduction Requirements & Notes

- Fundamental Process Introduction is not intended as an analysis session and is primarily meant to reacquaint the City with the Tyler software prior to analysis
- Tyler Consultants will use a database that is pre-populated with sample data for these sessions
- Not every process or functional area will be covered, such as 3rd Party software, Self Service, Tyler Cashiering, Tyler Forms, CAFR Statement Builder, or Munis Analytics & Reporting

## 3.3.2.4 Future State Analysis

Tyler Consultants conduct sessions to demonstrate and help City Functional Leads evaluate options for new business process designs. Using the Requirements Traceability Matrix (DED-13), the City and Tyler will determine how functional requirements are met or if a new solution presented by Tyler may result in the requirement being disposed of after testing.

Sessions for each functional area will take into account cross-application activities and dependencies, information gathered from Current State Analysis, Customer Journey interviews, and other materials provided to Tyler. The Tyler Consultant will explain each screen and applicable field along with the purpose, available options, and considerations. During the sessions, Functional Leads may begin to make preliminary decisions about new processes and Tyler will document them as part of the process.

All findings and responses during the Future State Analysis sessions will be entered into the Future State Tab of the System Design Document (DED-07) for tracking and evaluation) once the analysis is complete.

### 3.3.2.4.1 Future State Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Communicate schedules and ensure resources are available<br>• Validate that pre-requisites are completed by due date | • Validate pre-requisites provided as required<br>• Validate sessions scheduled<br>• Validate agendas uploaded to SharePoint site two (2) weeks in advance<br>• Validate Implementation database is ready and available for sessions |
| Functional Leads | • Attend Future State Analysis sessions<br>• Include Subject Matter Experts, as needed | • Create agendas and review with Project Manager<br>• Conduct sessions<br>• Document questions, decisions, issues, and/or outcomes from sessions |
| Subject Matter Experts / Others | • Attend Future State Analysis sessions | • N/A |

### 3.3.2.4.2    Future State Analysis Requirements & Notes

- Future State Analysis sessions are critical sessions in the process of reaching the City's stated goals and Evolution Plan and as such, require that attendees are willing to consider new options and solutions for meeting business needs

## 3.3.2.5    Chart of Accounts Design

The Chart of Accounts (COA) provides the overall organizational structure and reporting for General Ledger accounts to meet the business processing needs of the City. This includes all financial, payroll, and revenue data. This task will start off with Tyler conducting an analysis of the City's current COA including all hierarchies of funds, objects, user codes, projects, grants, GL codes, subsidiaries, index codes and all related data elements as they are currently defined in the City's COA.

Initial COA meetings, led by Tyler, will occur with City staff to discuss the current COA structure and individual departmental needs. Tyler will take notes for each meeting and document a summary as part of the Current State tab in the System Design Document. Additional information related to the Chart of Accounts will be gathered during the Current State Analysis of each functional area.

Tyler will conduct Future State Chart of Accounts design meetings with the designated COA Leads and present options and recommendations for the design of the new COA. These meetings will occur over several days and conclude Tyler Consultants assisting the City with the use of the COA Builder.  The COA Builder is a tool utilized to help design the new Chart components, validate that each component has been met, and convert the Chart into Munis.

### 3.3.2.5.1    Chart of Accounts Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Schedule resources for COA review and follow-up sessions<br>· Follow-up with department stakeholders to ensure timely feedback and decisions for the COA | · Coordinate Tyler resources for COA review and follow-up sessions with all City departments<br>· Load COA Workbook on Project SharePoint site |
| Functional Leads | · Attend each Department COA meeting<br>· Review Tyler COA recommendations<br>· Validate design of COA<br>· Build COA<br>· Review and confirm COA was loaded correctly<br>· Review COA desired design and outcomes during System Design Test<br>· Resolve issues identified during error report review and conversion validation | · Discuss COA options across all departments<br>· Facilitate discussions on COA best practices across all departments<br>· Document summary recommendations resulting from COA discussions<br>· Demonstrate COA options in Munis across all departments<br>· Assist City on using COA Builder<br>· Review and validate COA spreadsheet<br>· Assist City in validating COA in Munis test/train<br>· Assist City in resolution of any issues |
| Subject Matter Experts / Others | · Attend COA sessions, as needed<br>· Build COA Workbook, as assigned | · Load converted COA into Munis test/train environment |

### 3.3.2.5.2    Chart of Accounts Requirements & Notes

- City will use COA Builder as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any City questions related to most applicable configurations of the COA
- Tyler Consultants will review all state, federal, grantor, or other requirements for the City COA and ensure that the set up will be sufficient to handle any reporting (including CAFR reporting), tracking, budgeting and module integration needs and functional requirements of Client

## 3.3.2.6    Data Conversion Analysis

Tyler consultants will conduct data conversion analysis in coordination with the City. During the analysis, legacy data systems will be reviewed and Tyler Consultants, with assistance from City staff, will determine a plan for data conversion for each conversion option. A Data Conversion plan will be developed and will include:

- Scope of each data conversion option
- Level of detail to be converted
- Historical data to be converted
- Identification of current data sources

- Strategy and timing for data conversion and go-live cutoff

This Plan will be a subset of the Implementation Plan (DED-09) delivered at the end of Stage 2.

To assist with data conversions, Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available and required data elements. Conversion Schemas are distributed for all purchased conversions to help guide the data mapping process.

With assistance from City staff, Tyler consultants will develop conversion mapping documents to relate legacy system data with Tyler system data. Tyler's consultants will assist and make recommendations on the types and volume of data to be converted. Data crosswalks will be created when legacy data will be re-enumerated or translated into new values (i.e. renumbering vendor numbers or mapping existing payroll deduction codes into new schemes and numbering ranges).

### 3.3.2.6.1 Data Conversion Scope

The following Conversion Options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted Conversion Options will be considered out of scope and will follow the process described in the Scope/Contract Change Process section.

| Phase | Conversion ID | Description |
|---|---|---|
| 3 | Accounting - Actuals up to 3 years | General ledger – actual account summary balances at the monthly summary level for 3 years, to be populated in the GL Master and GL Master Balance tables |
| 3 | Accounting Opt 2 - Budgets up to 3 years | General Ledger – budgeted account balances at the monthly summary level for 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget. |
| 1 | Accounting Standard COA | COA conversion from spreadsheet (to be provided during COA analysis) |
| 3 | Accounts Payable - Checks up to 5 years | Check History up to 5 years - after a successful AP Vendor Master conversion, the City provides AP Check information for conversion to related Munis Check Header and Check Detail tables. Check Header holds such data as vendor, warrant, check#, check date, overall amount, GL cash account/date, and clearance information. Check Detail holds related document/invoice numbers for each check. |
| 3 | Accounts Payable - Invoice up to 5 years | Invoice History up to 5 years - after a successful AP Vendor Master conversion, the City provides AP Invoice information for conversion to related Munis Invoice Header and Invoice Detail tables. General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record. |
| 3 | Accounts Payable Standard Master | Vendor master (names, addresses, SSN/FID, contacts, phone numbers, etc.),  remittance addresses, YTD 1099 amounts |
| 3 | Capital Assets Std Master | Asset description, status, acquisition quantity, date, and |

| Phase | Conversion ID | Description |
|---|---|---|
| | | amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice), four GL orgs and objects, for Asset account, Contra account, Depreciation Expense account, and Accumulated Depreciation account, plus an addition org and object for purchase account (if desired), Comments. |
| 3 | Contracts | Contract header and detail with corresponding journal entry, as needed. |
| 3 | General Billing Std CID | This includes the demographic information for all customers in a legacy database. |
| 3 | Project Grant Accounting - Actuals up to 3 years | After the Project Ledger is set up, and a crosswalk created between legacy accounts and Munis accounts, balances to be populated in the Munis Project Ledger tables. |
| 3 | Project Grant Accounting - Budgets up to 3 years | After the Project Ledger is set up, and a crosswalk created between legacy accounts and Munis accounts, budgeted balances, to be populated in the Munis Project Ledger tables. |
| 3 | Project Grant Accounting Standard | Conversion from City completed PGA Excel spreadsheet for setup information for segments, account strings and FS Allocation table. |
| 1 | Payroll – Accrual Balances | Employee Accrual Balances (Vacation, Holiday, and other Leave balances) are converted from legacy data to corresponding Munis tables. If provided, start-of-year, earned-to-date, and used-to-date can be converted, as well. If converted, accrual balances must be completed before the City goes Live on actual payroll runs.  Accrual transaction history is not part of this option. If the City requests accrual history, it needs to be quoted by the conversion department. |
| 1 | Payroll – Accumulators up to 5 years | YTD, QTD, MTD Accumulators - Employee pay and deduction amounts (and sometimes amounts paid by the employer on behalf of the employee), are converted in this option. Though it is sometimes not so in the legacy system, each amount in Munis must be related to a specific pay or deduction code. The deduction code crosswalk used in Option 1 is used again here and in deduction history (option 5). A pay code crosswalk is usually provided, or else a single default code for all regular pay, plus any relevant noncash pay codes. Tax and retirement grosses may be converted or may be calculated afterward through a Munis process. If history conversions are also purchased, there is usually no need to provide separate source data for accumulators. |
| 1 | Payroll - Certifications | Employee Certifications and Expirations |

# EXHIBIT A TO RESOLUTION

| Phase | Conversion ID | Description |
|---|---|---|
| 1 | Payroll – Check History up to 5 years | Payroll Check History - earnings and deductions in employee check history (with check# and check date), attached to a code. |
| 1 | Payroll - Deductions | Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information. NOTE: Unlike the conversion of any other module, payroll goes live in 2 steps. The employee master and deduction data is accepted and maintained in both legacy and Munis systems for 1 to several months, in order to give the City time to create Munis pay records for their employees and do parallel payroll runs. |
| 1 | Payroll – Earning/Deduction History up to 5 years | Payroll Earnings and Deductions History - earnings and deductions in employee check history (with check# and check date), attached to a code. |
| 1 | Payroll – PM Action History up to 5 years | Information on various types of personnel actions, such as job or salary changes, along with dates. These are converted into Munis personnel action records as though they had happened within the Munis application. |
| 1 | Payroll – Position Control | Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step. This conversion, when purchased, is done at the beginning with employee master and employee deductions and taken over by the City before they can begin to create employee pay records. |
| 1 | Payroll - Standard | Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information. |
| 1 | Payroll – State Retirement Tables | Deals with the Munis screens that hold specific state-required data, plus related service years information, when appropriate. |
| 2 | Utility Billing – Assessments | Assessments are improvement costs that are spread across to property owner. Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments. |
| 2 | Utility Billing - Backflow | Account information, backflow device information, backflow type, and backflow violations. |
| 2 | Utility Billing – Balance Forward AR | Total balance due on the account, or by charge code. If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code. |
| 2 | Utility Billing – Consumption History up to 5 years | History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes. Up to 5 years. |
| 2 | Utility Billing – Service Orders | Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading. |

| Phase | Conversion ID | Description |
|---|---|---|
| 2 | Utility Billing – Services | Service records with associated meter information, status, type of service. Links to UB Account. |
| 2 | Utility Billing - Standard | Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information. |

### 3.3.2.6.2 Data Conversion Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources<br>• Review and approve Data Conversion Plan | • Coordinate resources<br>• Develop Data Conversion Plan |
| Functional Leads | • Participate in planning discussions<br>• Make decisions on data conversion plans<br>• Identify current data to be converted<br>• Complete data conversion mapping and crosswalks | • Review contracted data conversions<br>• Review current data sources<br>• Provide recommendations for data conversion<br>• Provide conversion specifications and guidelines<br>• Provide guidance on proofing methods and tools for data conversion |
| Subject Matter Experts / Others | • Assist in identifying current data to be converted | • N/A |

### 3.3.2.6.3 Requirements/Notes

- N/A

### 3.3.2.7 Tyler ReadyForms Analysis

Tyler ReadyForms are the output documents intended for distribution to employees, customers and vendors that are generated from within the system (i.e. checks, W2s, invoices). For each of the Tyler ReadyForms Libraries in scope, Tyler will review the Tyler ReadyForms templates and configuration options. During this analysis, the City will determine if custom forms are needed or if standard templates can meet their requirements. If custom forms are needed, Tyler will review a Tyler Form Kit with the City to identify specific form requirments and help coordinate pricing for the custom work .

### 3.3.2.7.1 Tyler ReadyForms Scope

Tyler's ReadyForms templates are based on delivering the specific form quantities listed below. Additional formats of forms listed below are considered additional scope. Custom forms, where custom designs are

not required to meet any of the agreed to Functional Requirements, require a change order. Tyler ReadyForms requires the use of approved printers.

- Financial Templates include: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Templates include: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Payroll Templates include: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, ACA 1095B, ACA 1095C, and 1099R.
- Personnel Actions Templates include: 1 Personnel Action form – New and 1 Personnel Action Form – Change.
- Signature Digitization – two signatures

### 3.3.2.7.2 ReadyForms Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Coordinate resources<br>· Approve any customization requests | · Coordinate resources<br>· Facilitate any customization requests |
| Functional Leads | · Review Tyler ReadyForms Library templates, available layouts and processing options<br>· Configure templates<br>· Complete Tyler Forms Kits if customizations are authorized | · Lead Tyler ReadyForms template review, available layouts and processing option analysis<br>· Provide ReadyForms configuration consultation and recommendations during module analysis<br>· Assist with configuration<br>· Assist with any customization requests |
| Subject Matter Experts / Others | · N/A | · N/A |

### 3.3.2.7.3 Requirements/Notes

- The analysis and review of each of the forms templates will occur during the as-is and to-be stage analysis for each of the applicable modules

## 3.3.2.8 Security Analysis

Module security needs are defined during Security Analysis. All access roles and permissions are reviewed, and options are discussed to be implemented along with their particular module.  Tyler will conduct the security analysis for all the types of users being implemented within each Phase.  As part of the security analysis, Tyler will provide a security matrix to assist City to identify appropriate permissions and roles needed to meet City business processes. The completed security matrix will be used as the starting point to complete role security within Tyler's system.

### 3.3.2.8.1 Security Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources | • Coordinate resources<br>• Provide Role Security template |
| Functional Leads | • Attend meetings<br>• Make security decisions<br>• Document security decisions in security matrix | • Review City business process and facilitate process to define user access roles and permissions<br>• Identify correct Munis module security features to match to roles and City business process decisions |
| Subject Matter Experts / Others | • N/A | • N/A |

### 3.3.2.8.2 Requirements/Notes

- N/A

## 3.3.2.9 Workflow Analysis

Workflow business rules are defined during Workflow Analysis and users will be trained how to set up all workflow functionality to accommodate Client's business practices. All available workflow options are reviewed and discussed to be implemented along with their particular module analysis and setup training sessions for each Phase. As part of the workflow analysis, Tyler will provide a Workflow matrix to assist City to identify appropriate workflow roles and process configurations to meet City business processes. The completed Workflow matrix will be used as the starting point to complete Workflow within Tyler's system.

### 3.3.2.9.1 Workflow Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources | • Coordinate resources<br>• Provide Workflow matrix |
| Functional Leads | • Attend meetings<br>• Make workflow decisions<br>• Document workflow decisions in workflow matrix | • Review City business process and facilitate process to define new Munis workflows<br>• Identify correct Munis workflow features to match to users and City business process decisions |
| Subject Matter Experts / Others | • N/A | • N/A |

### 3.3.2.9.2 Requirements/Notes

- Workflow is an area that requires revisiting settings frequently during implementation and following Production Cutover in order to maximize controls and efficiencies

## 3.3.2.10    Report Analysis

Current City reporting needs will be reviewed and analyzed for the modules being implemented within each Phase. All required reports identified by City will be analyzed during their particular module analysis and setup training sessions. As part of the report analysis, Tyler will develop a report inventory to assist City to identify available and custom reports required to meet City business processes.

The report inventory will list the required reports to either be cross-referenced to an existing report, query, Cubes or identified as an SSRS report that needs to be created. The City will utilize this report inventory to assist in determining which reports will be created by City staff and which reports will be created by Tyler resources through utilizing the available Report Writing Budget (Report Writer). Additionally, the City will be allowed access to Tyler-provided database views for Open Database Connectivity (ODBC) connections to assess other 3rd-party report writing tools already in use.

### 3.3.2.10.1    Report Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | <ul><li>Initiate Scope/Contract Change Process for any desired custom reports</li><li>Approve or reject custom reporting quotes</li></ul> | <ul><li>Assist with the Scope/Contract Change Process for authorized custom reports</li><li>Identify and track custom reports in the Project Schedule</li><li>Track and report available reporting budget</li></ul> |
| Functional Leads | <ul><li>Attend meetings</li><li>Discuss and review current reporting needs and requirements</li><li>Provide examples of required reports, reporting parameters and output frequency</li><li>Review reports identified as custom and determine reports to be developed by Tyler</li></ul> | <ul><li>Review City business process and facilitate process to inventory current reporting needs</li><li>Develop report inventory to track reporting needs</li><li>Cross-reference and identify reports as being standard available reports, available queries or as custom to meet to City business processes</li></ul> |
| Subject Matter Experts / Others | <ul><li>N/A</li></ul> | <ul><li>Review any custom reporting requests</li><li>Provide quotes for custom reporting requests</li><li>Develop specification for approved custom reports</li><li>Develop custom reports</li><li>Demonstrate custom reports to City for acceptance</li></ul> |

### 3.3.2.10.2    Requirements/Notes

- N/A

# EXHIBIT A TO RESOLUTION

## 3.3.2.11    Standard Import, Export, API and Interface Analysis

Standard imports and exports are defined as programs that exist in the system for any customer to use as needed. These standard imports and exports either utilize defined file layouts or provide flexible layouts that City users can manipulate to meet the needs of the 3rd party system. So long as a 3rd party system integrating with Tyler's system can use the existing formats / methods, then programming charges will not be required.  However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler and the City will review, document and inventory the standard imports, exports, APIs, and interfaces that will be used by the City through reviewing and cross-referencing the RFP checklist and during City interviews. Tyler's staff will also train the standard import and export functionality within the contracted modules, such that the City understands the capabilities and how to utilize the respective import or export program.

For each standard interface, Tyler recommends that City has an active support agreement with the third-party system and that the City be on a current version actively supported by the manufacturer/developer of the third-party product installed. The City must understand that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process section.

In order to provide flexibility in choosing API services for the needs of all organizations, Tyler will review the two types of product packages—Toolkits and Connectors. A Toolkit is a group of endpoints that deal with a given Munis application module (e.g. Accounts Receivable). It includes every publicly exposed endpoint in that module, including any added in the future. When an endpoint or resource is added to the module, it will become a part of the toolkit and new ones will automatically appear in your portal. The number of endpoints available in Toolkits will continually grow as more and more services become available.

In contrast, a Connector is a subset and/or cross-section of one or more toolkits with the purpose of facilitating a given type of application integration. Integrations like 3rd party applicant tracking systems or 3rd party asset management systems.

The API Toolkits related to the scope of this project are:

**Munis Accounts Receivable API Toolkit**
Provides programmatic access to common Munis Accounts Receivable application resources, such as customer, bill, and payment information and processes.

**Munis General Ledger API Toolkit**
Provides programmatic access to common Munis General Ledger application resources, such as accounts, account balances, projects, and journal entries information and processes.

**Munis Utility Billing API Toolkit**
Provides programmatic access to common Munis Utility Billing application resources, such as account, bill, consumption, and meter reading information and processes.

### 3.3.2.11.1    Standard Import, Export, APIs, and Interface Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources | • Coordinate resources |
| Functional Leads | • Identify requirements for imports, exports and interfaces<br>• Coordinate third party interface needs/development as needed | • Review existing standard interface options within Tyler's system<br>• Document and inventory the standard imports, exports and interfaces that will be used<br>• Provide standard guides on functionality use<br>• Train on the functionality and use of each import or export program to be used |
| Subject Matter Experts / Others | • Configure and test interfaces and APIs | • Review existing standard interface options within Tyler's system<br>• Document and inventory the standard imports, exports and interfaces that will be used<br>• Train on the functionality and use of each import or export program or API to be used |

### 3.3.2.11.2    Requirements/Notes

- It is assumed that the City will continue to manage existing 3rd party relationships, agreements and communications
- Planned and in-scope interfaces, including imports, exports, and APIs are listed in the Functional Requirements.  Additional interfaces, imports, exports, and APIs identified during the project and met with standard and licensed Tyler Sofware base functionality will also be considered in-scope.

## 3.3.2.12    Program Modifications and Custom Interface Analysis

Program modification or custom interfaces ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within Tyler's system.  There are no Program Modifications or Custom Interfaces in the scope of this project, unless necessary to satisfy adopted requirements in the Functional Requirements, attached to the Agreement as Exhibit F, as decided during future state analysis and documented in the Requirements Traceability Matrix. Any Program Modifications and/or Custom Interfaces identified must follow the process outlined in the accepted master Management Plan and covered specifically under the Change Control Management Plan and the Scope Management Plan.

### 3.3.2.12.1    Program Modification and Custom Interface Analysis Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Approval of High-level Summary of Program | • N/A |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | • Modifications or Custom Interfaces. <br> • Make decisions escalated to Leadership Team | |
| Project Manager | • Coordinate City resources <br> • Provide Specification Approval | • Coordinate Tyler Development and Implementation resources <br> • Develop and maintain related tasks in the Project Schedule |
| Functional Leads | • Provide business practices and/or mandates that drive the need for the modification <br> • Review design specifications with Tyler Development and Implementation <br> • Attend Development "mid-modification" review sessions <br> • Respond to follow-up discussions <br> • Attend modification training sessions <br> • Assist in specification testing and approval process | • Participate in Program Modification analysis and requirement gathering <br> • Suggest existing functionality or alternative processing to achieve the desired results in lieu of modifications <br> • Participate in specification review <br> • Participate in mid-modification review sessions <br> • Review and perform preliminary testing on modifications <br> • Perform modification training <br> • Provide issue resolution, reporting, and escalation, as necessary |
| Subject Matter Experts / Others | • Provide input on business needs and processes | • Lead analysis and requirement gathering <br> • Suggest existing functionality to achieve the desired results <br> • Develop modification Specifications <br> • Review in Specification review <br> • Update Specifications, if applicable <br> • Perform "mid-modification" review sessions <br> • Develop modifications per agreed to Specifications <br> • Perform and deliver defect corrections, as necessary |

### 3.3.2.12.2  Program Modification and Custom Interface Scope

- There are no Program Modifications or Custom Interfaces included in the scope of this project.

### 3.3.2.12.3  Program Modification and Custom Interface Requirements & Notes

- It is assumed that City staff will be open to changing processes rather than trying to replicate a current process or legacy system functionality, resulting in a program modification

## 3.3.2.13     Establish Requirements Traceability Matrix (RTM) Baseline

Tyler will create a tracking and reporting system based on Client's functional requirement checklist known as a Requirements Traceability Matrix ("RTM") (DED-13) to ensure each requirement to which Tyler affirmatively responded has been satisfied within the project. Similarly, through this effort City and Tyler will work together to document any requirements that are determined during the project to be no longer required by Client.

The RTM will be used during the System Design Test process and as such, Client-specific test scripts will be developed as described in the Quality Management Plan, given unique identifiers and aligned to the functional requirement checklist responded to by Tyler and to document the results of the tests. During the System Design Test, City and Tyler staff will validate and update the RTM. After the Sytsem Design Test, the City will use the RTM for user acceptance testing and validation of the scope of the project prior to Conditional Acceptance and Final Acceptance.

### 3.3.2.13.1     Establish Requirements Traceability Matrix (RTM) Baseline Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Review and approve RTM baseline<br>· | · Review the RTM baseline<br>· Create plan for addressing RTM baseline Issues |
| Functional Leads | · Review and understand functional requirements<br>· Ensure test scripts align to associated functional requirements | · Review and understand functional requirements and in scope modifications<br>· Align and update RTM baseline with respective System Design Test scripts<br>· Create RTM baseline based on Tyler's RFP checklist response and in scope modifications<br>· Post RTM baseline on project SharePoint site |
| Subject Matter Experts / Others | · N/A | · N/A |

### 3.3.2.13.2     Establish Requirements Traceability Matrix (RTM) Baseline Requirements/Notes

- o Tyler's staff will create the initial RTM Baseline based on Tyler's response to the functional requirements attached to this Agreement as Exhibit F – Functional Requirements
- o The Requirements Traceability Matrix (DED-13) will be delivered as part of Stage 4 – Training & Testing, once all requirements have been validated

## 3.3.2.14    System Design Test Scripts (DED-06)

Tyler Consultants will prepare System Design Test Scripts (DED-06) based on the preliminary decisions made during the Tyler Best Practice Recommendations review sessions. The scripts are City-Specific and intended to lead City in the step-by-step testing of City business process decisions. The test scripts will enable the City to see and validate the way the system functions using sample City data and business processes during System Design Testing. The test scripts will also align to and reference the Requirements Traceability Matrix ID that is being satisfied through the process.

### 3.3.2.14.1    System Design Test Scripts (DED-06) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Review and approve System Design Test Scripts (DED-06) | • Review System Design Test Scripts (DED-06)<br>• Create plan for addressing Issues<br>• Deliver System Design Test Scripts (DED-06)<br>• Initiate workflow acceptance for DED-06 |
| Functional Leads | • Review System Design Test Scripts (DED-06)<br>• Provide feedback on any missing data and scenario testing for System Design Test Scripts | • Write System Design Test Scripts (DED-06) and review with Tyler PM<br>• Update documents with feedback from City |
| Subject Matter Experts / Others | • Provide feedback on any missing data and scenario testing for System Design Test Scripts | |

### 3.3.2.14.2    System Design Test Scripts (DED-06) Requirements & Notes

- System Design Test Scripts (DED-06) will not cover processes that occur outside of Tyler software
- The scripts will include the processes that the City will use, or that Tyler recommends be used
- Processes in 3rd Party applications such as Quatred are not included, but Munis integration steps are in scope
- The System Design Tests will be organized by functional area but will include all necessary cross module processes so that City can evaluate the integration between modules and its impact on business processes.

## 3.3.2.15    System Design Test

The System Design Test is designed to test and prove the process decisions made during the Current and Future State Analysis. System Design Testing begins with the setup of the system based on the desired to-be decisions. City representative data is entered into the system and Client-specific test scripts are used to validate the outcome of the desired system setup.

# EXHIBIT A TO RESOLUTION

Throughout the System Design Test process, City may elect to change desired setup or processing decisions. Any changes to the system configuration will be reflected and updated by Tyler in the City decisions section of the System Design document.

Upon completion of the System Design Test, implementation activities such as data conversion validation, process training and further testing of the system will begin.

The System Design Test is completed in a clean database with a subset of hand entered (not converted) data that is representative of City data, including a subset of the COA during the Financials phase. This ensures that City is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff.

Tyler Consultants will configure the system and build representative data sets to support the System Design Test process within the Test environment. The City Project Team will participate in the System Design Test process by validating the outcome of the test scripts, validating functional requirements in the Requirements Traceability Matrix and noting any desired changes to the setup of the system. Significant changes to the setup of the system will be re-tested to validate the desired outcome.

### 3.3.2.15.1    System Design Test Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Coordinate resources<br>· Ensure decisions are made in accordance with the project schedule | · Coordinate resources<br>· Ensure decisions are made in accordance with the project schedule |
| Functional Leads | · Assist in system setup and data population, as desired<br>· Participate in sessions<br>· Assess project decisions and validate/correct project decisions.<br>· Participate in retesting for any changes to significant setup decisions<br>· Validate the working Requirements Traceabilities Matrix | · Facilitate and lead SET process<br>· Configure the system and build representative data sets<br>· Document results from Test, including module integration testing<br>· Re-perform Test for any changes to major decisions<br>· Update the Requirements Traceabilities Matrix, as needed |
| Subject Matter Experts / Others | · Provide feedback on any missing data and scenario testing for System Design Test Scripts | |

### 3.3.2.15.2    System Design Test Requirements & Notes

- It is assumed that City has reviewed and approved necessary data scenarios that are representative of City requirements
- There will be certain data objects, such as employees, that standard data imports will be used to create the initial test data sets

- The City Functional Leads will make decisions on all processes as an output of the System Design Test by the completion date in the Project Plan
- Failure to finalize decisions may cause a delay in the Project schedule
- Process decisions from the System Design Test will drive training, process document development, testing, data conversions, and other key processes

### 3.3.2.16 System Design Document (DED-07)

Tyler Consultants will finalize all information from the Current State and Future State spreadsheet tabs based on the approved outcome of the System Design Test. This System Design Document (DED-07) will capture the information that was gathered during Analysis sessions with the City, City decisions, process outlines, and the translation of those decisions to settings in Tyler software.

Any changes to the System Design once the Deliverable is accepted will follow the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03). The changes will be documented by Tyler Consultants during the active phase and the document change control feature will be utilized to track the change.

#### 3.3.2.16.1 System Design Document (DED-07) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Coordinate resources for internal review of Deliverable <br> · Notify Tyler of any issues with Deliverable | · Review System Design Document (DED-07) <br> · Create plan for addressing Issues <br> · Deliver System Design Document (DED-07) <br> · Initiate workflow acceptance for DED-07 |
| Functional Leads | · Attend internal review of System Design Document (DED-07) | · Write System Design Document (DED-07) and review with Tyler PM |
| Subject Matter Experts / Others | · Review System Design Document (DED-07) | · Review System Design Document (DED-07) |

#### 3.3.2.16.2 System Design Document (DED-07) Requirements & Notes

- The System Design Document deliverable will be comprised of three (3) tabs in a Microsoft Excel Workbook: Current State, Future State, System Settings
- Other tabs, such as screen shots, code mapping, etc. will be added after the deliverable is accepted

### 3.3.2.17 Business Process Improvement Report (DED-08)

Once the System Design Test and System Design Document are complete, Tyler Consultants will prepare a Business Process Improvement Report (DED-08) outlining the business process improvements and major adjustments resulting from the business process redesign that has just been completed. This Report is intended to provide the City Project Sponsor and Stakeholders with tangible reporting information to support the continued Project investment and progress.

### 3.3.2.17.1 Business Process Improvement Report (DED-08) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Sponsor / Executive Oversight | • Review Business Process Improvement Report (DED-08) | • Review Business Process Improvement Report (DED-08) |
| Steering Committee | • Review Business Process Improvement Report (DED-08) | • Review Business Process Improvement Report (DED-08) |
| Project Manager | • Coordinate resources for internal review of Business Process Improvement Report (DED-08)<br>• Notify Tyler of any issues with Deliverable<br>• Accept DED-08 | • Review Business Process Improvement Report (DED-08)<br>• Create plan for addressing Issues<br>• Deliver Business Process Improvement Report (DED-08)<br>• Initiate workflow acceptance for DED-08 |
| Functional Leads | • Attend internal review of Business Process Improvement Report (DED-08) | • Write Business Process Improvement Report (DED-08) and review with Tyler PM |
| Subject Matter Experts / Others | • Review Business Process Improvement Report (DED-08) | • Review Business Process Improvement Report (DED-08) |

### 3.3.2.17.2 Business Process Improvement Report (DED-08) Requirements & Notes

- N/A

## 3.3.2.18 Implementation Plan (DED-09)

The Implementation Plan (DED-09) will be developed using the details compiled from each analysis session that occurred during the Assess & Define Stage. This approach allows the Tyler Project Manager to develop a detailed plan that specifically addresses and covers each City component that must be covered in the Implementation Plan, including:

- Conversion Plan
- Integration Plan
- Testing Plan
- Interface Plan
- Forms Plan
- Reports Plan
- System Build Plan

Each subset Plan will contain specific City details based on decisions made and accepted during analysis. Once this Plan is accepted, the City and Tyler can confidently move to the Build & Validate Stage.

### 3.3.2.18.1 Implementation Plan (DED-09) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Review Implementation Plan (DED-09) | • Review Implementation Plan (DED-09) |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources for internal review of Implementation Plan (DED-09)<br>• Notify Tyler of any issues with Deliverable | • Review Implementation Plan (DED-09)<br>• Create plan for addressing Issues<br>• Deliver Implementation Plan (DED-09)<br>• Initiate workflow acceptance for DED-09 |
| Functional Leads | • Attend internal review of Implementation Plan (DED-09) | • Write Implementation Plan (DED-09) and review with Tyler PM |
| Subject Matter Experts / Others | • Review Implementation Plan (DED-09) | • Review Implementation Plan (DED-09) |

#### 3.3.2.18.2  Implementation Plan (DED-09)  Requirements & Notes

- N/A

### 3.3.2.19  Stage 2: Assess & Define Control Point

#### 3.3.2.19.1  Stage 2: Assess & Define Deliverables

- SaaS Installation Report (DED-05)
- System Design Test Scripts (DED-06)
- System Design Document (DED-07)
- Business Process Improvement Report (DED-08)
- Implementation Plan (DED-09)
  - Conversion Plan
  - Integration Plan
  - Testing Plan
  - Interface Plan
  - Forms Plan
  - Reports Plan
  - System Build Plan

#### 3.3.2.19.2  Stage 2: Assess & Define Outcomes

- The new City processes have been defined, tested, and approved for system build and subsequent testing
- System Configuration is defined and prepared for entry in Production
- Plans are in place to handle all remaining in-scope activities
- Requirements Traceabilities Matrix is updated with final requirements decisions
- City and Tyler Project members have a clear understanding of the new City processes
- Foundation Change Management activities have been completed

#### 3.3.2.19.3  Stage 2: Assess & Define Acceptance Criteria

- See Section 3.2.3

### 3.3.3 Stage 3: Build & Validate

### 3.3.3.1    Application Configuration

Tyler Consultants will train City on all system setup tables based on the analysis, plans and approved System Design Document. Tyler and City staff together will enter codes into the Production database. With guidance from Tyler, City will be responsible for building, maintaining and assigning applicable workflow, security roles and permissions to system users.

#### 3.3.3.1.1    Application Configuration Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Coordinate resources Application Configuration training<br>· Coordinate resources for building, maintaining and assigning applicable workflow, security roles and permissions<br>· Monitor and track City review of Configuration build | · Coordinate resources Application Configuration training<br>· Coordinate resources Application Configuration build assistance<br>· Validate City review of build |
| Functional Leads | · Monitor and track Configuration build<br>· Attend Configuration training | · Conduct Application Configuration Training<br>· Assist in building Application Configuration tables |
| Subject Matter Experts / Others | · Monitor and track Tyler's Configuration build<br>· Attend Configuration training<br>· Build Application Configuration tables | · Conduct Application Configuration Training<br>· Assist in building Application Configuration tables |

#### 3.3.3.1.2    Application Configuration Scope

- Setup Tables
- Workflow
- Security Roles & Permissions

#### 3.3.3.1.3    Application Configuration Requirements & Notes

- It is assumed that updates to workflow rules, security roles, code tables or processing parameters will occur regularly throughout the remainder of the project, including post-live, through the results of planned testing and training activities

### 3.3.3.2    Data Conversion & Validation

The data conversion process involves Tyler's Data Conversion Team writing custom conversion programs to consume and prepare the legacy system data to be migrated into Tyler's system. City staff are

responsible for extracting data from the legacy system with the Tyler's guidance. Each extract must follow a mutually agreed to format, defining the file layouts of the provided data and include running the applicable balancing reports and record counts at the time of data extraction. City staff will upload the legacy system data and control totals to Tyler's Kite Works site using a uniquely provided user name and password.

Tyler's Conversion staff will use the extracted legacy data file layouts and conversion mapping with the provided legacy system data to develop custom data conversion programs to create data files that will be subsequently inserted into a test database. During the data conversion process, Tyler's Conversion staff will execute the conversion programs against the provided data, perform data scrubbing, where directed and possible, and validation routines in the process of preparing the data to populate the respective database tables. Upon the conclusion of the data conversion process, a data conversion package will be created that will be made available in Tyler's Managed Internet Updater (MIU) for the Tyler SaaS Team to process against the desired test database. The conversion package will contain the necessary data files, control totals and counts, and error/warning reports on any data issues.

Tyler's Consultants will review the control reports and error/warning logs to assist City in resolving or identifying data issues for subsequent data submissions. Additionally, Tyler will train City on all initial conversion passes so that City has the knowledge necessary to use of all programs needed to proof conversion data, including maintenance, inquiry, and reporting programs within each respective module.

The process described above will continue in an iterative manner until all data issues have been resolved or a plan is developed for managing data scenarios in a live setting. The estimated turnaround time for the first conversion pass is 6 weeks from initial submission. Subsequent corrective data passes are estimated to have a 1- to 2-week turnaround, depending on the nature of the issues being addressed. Each conversion pass submission and delivery will be detailed in the project schedule. Data conversion options identified as likely problematic from a legacy system perspective or typically needing more passes from Tyler's perspective may have more data passes built into the schedule.

The City is responsible for proofing conversion data and signing off before the conversions are loaded into the Live/Production environment.

### 3.3.3.2.1   Data Conversion Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources<br>• Review Conversion Plan<br>• Review and provide authorization to proceed to final conversions before pre-live | • Coordinate resources<br>• Update Conversion Plan with resolving any necessary data issues in Production setting<br>• Coordinate database refreshes, as needed<br>• Coordinate conversion MIUs with Tyler SaaS Team |
| Functional Leads | • Produce reports from the legacy system at the time of data extraction<br>• Utilize control reports, filtering techniques, comparison reports and visual inspection | • Assist in reviewing error/warning reports, conversion validation and proofing |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | • as instructed by Tyler for each conversion pass<br>• Document and submit needed corrections to conversion<br>• Perform data conversion validations and proofing in an iterative manner until the final data pass<br>• Review and provide authorization to proceed to final conversions before pre-live | • Assist in the development of plans for resolving data issues in a live setting<br>• Coordinate database refreshes, as needed, with Tyler PM |
| Subject Matter Experts / Others | • Perform data conversion validations and proofing in an iterative manner until the final data pass | • Train City on methods for loading, validating converted data<br>• Coordinate conversion MIUs |

### 3.3.3.2.2 Data Conversion Requirements & Notes

The following assumptions have been made in providing fixed-priced data conversions:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Conversion validation is performed after each pass of converted data is loaded into a testing database

## 3.3.3.3 Process Manuals (DED-10)

Tyler Consultants will update baseline Munis Procedure Documentation to reflect specific City processes based on final decisions as documented in the accepted System Design Document (DED-07). These Process Manuals (DED-10) will be used to assist with Process Training and once Implementation is complete, for general process documentation. The documents will be updated a final time during the Implementation stage if in-scope modifications impact the respective documented processes.

### 3.3.3.3.1 Process Manuals (DED-10) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources for internal review of Process Manuals (DED-10)<br>• Notify Tyler of any issues with Deliverable | • Review Process Manuals (DED-10)<br>• Create plan for addressing Issues<br>• Deliver Process Manuals (DED-10) |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | | • Initiate workflow acceptance for DED-10 |
| Functional Leads | • Conduct internal review of Process Manuals (DED-10)<br>• Notify Tyler of any issues with Deliverable | • Write Process Manuals (DED-10)<br>• Make corrections to documents as reported by City prior to acceptance |
| Subject Matter Experts / Others | • Conduct internal review of Process Manuals (DED-10)<br>• Notify Tyler of any issues with Deliverable | • N/A |

### 3.3.3.3.2  Process Manuals (DED-10) Requirements & Notes

    o  City-representative data and screenshots will be used in the Process Manuals, not generic data and screenshots

    o  The processes that will be included in Process Manuals are outlined in Appendix 2

## 3.3.3.4  End User Guides (DED-11)

Tyler Consultants will create streamlined and easy-to-follow process guides for End Users based on the accepted System Design Document (DED-07). These End User Guides (DED-11) will be used during to assist with End User Training and subsequent to Implementation for general process documentation.

### 3.3.3.4.1  End User Guides (DED-11) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources for internal review of End User Guides (DED-11)<br>• Notify Tyler of any issues with Deliverable | • Review End User Guides (DED-11)<br>• Create plan for addressing Issues<br>• Deliver End User Guides (DED-11) Initiate workflow acceptance for DED-11 |
| Functional Leads | • Conduct internal review of End User Guides (DED-11)<br>• Notify Tyler of any issues with Deliverable | • Write End User Guides (DED-11)<br>• Make corrections to documents as reported by City |
| Subject Matter Experts / Others | • Conduct internal review of End User Guides (DED-11)<br>• Notify Tyler of any issues with Deliverable | • N/A |

### 3.3.3.4.2  End User Guides (DED-11) Requirements & Notes

- o City-representative data and screenshots will be used in the Guides, not generic data and screenshots
- o End User processes that will be included in the Guides will be extracted from the applicable end user processes listed in Appendix 2

### 3.3.3.5 Process Validation

In order to conduct Process Validation, appropriate City Staff tasked with the validation need to be trained in the Tyler applications. Tyler Consultants conduct formal classroom training for the City on the key processes and reporting within and between each module. Process training is organized and based on the System Design Document and custom Process Manuals. The selected City Staff will be trained on completing processes within the system to gain a deeper understanding of the system and to further validate the system configuration and Future State business process decisions. Tyler consultants will incorporate the City's documented process flows in training.

### 3.3.3.5.1 Process Validation Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Mutually develop training schedule<br>• Coordinate resources | • Mutually develop training schedule<br>• Coordinate resources |
| Functional Leads | • Review training agendas and provide feedback<br>• Complete prerequisites<br>• Distribute/print training materials as needed<br>• Attend training on completing processes<br>• Make updates to the Process Manuals<br>• Identify setup or policy discrepancies | • Develop training agendas, including any prerequisites<br>• Review and prepare training materials (Process Manuals and relevant Knowledgebase documents)<br>• Deliver training per the agendas<br>• Assist in resolving setup or desired policy changes impacting the system |
| Subject Matter Experts / Others | • Provide user assistance and monitoring in larger classroom setting | • Deliver training per the agendas |

### 3.3.3.5.2 Process Validation Requirements & Notes

- o It is assumed that all City users participating in training will have access to the respective training environment prior to training
- o Project Team members should attend all training that may have relevance to their functional area
- o A City manager or member of the City Project Team will be in each session in order to answer policy related questions

### 3.3.3.6 User Acceptance Test Scripts (DED-12)

Tyler Consultants will develop User Acceptance Test Scripts (DED-12) using the System Design Test Scripts as starting points. The User Acceptance Test (UAT) Scripts will be written in a step-by-step format that outline individual processes, City use case scenarios, and expected outcome. The City and Tyler will

create a test log to track test schedule, assigned personnel, test outcome and communicate status of testing or retesting.

### 3.3.3.6.1 User Acceptance Test Scripts (DED-12) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | <ul><li>Coordinate resources for internal review of User Acceptance Test Scripts (DED-12)</li><li>Notify Tyler of any issues with Deliverable</li></ul> | <ul><li>Review User Acceptance Test Scripts (DED-12)</li><li>Create plan for addressing Issues</li><li>Deliver User Acceptance Test Scripts (DED-12)</li><li>Initiate workflow acceptance for DED-12</li></ul> |
| Functional Leads | <ul><li>Conduct internal review of User Acceptance Test Scripts (DED-12)</li><li>Notify Tyler of any issues with Deliverable</li></ul> | <ul><li>Write User Acceptance Test Scripts (DED-12)</li><li>Make corrections to scripts as reported by City</li></ul> |
| Subject Matter Experts / Others | <ul><li>Conduct internal review of User Acceptance Test Scripts (DED-12)</li><li>Notify Tyler of any issues with Deliverable</li></ul> | <ul><li>N/A</li></ul> |

### 3.3.3.6.2 User Acceptance Test Scripts (DED-12) Requirements & Notes

- Any authorized changes to processes after acceptance of UAT Scripts will result in scripts being updated by Tyler and City
- Tyler will develop a catalog of the UAT Scripts for tracking purposes and for ease of use during the execution of UAT in Stage 4: Training & Testing
- For any failure of testing, Tyler will maintain a log of open issues and prepare an action plan for resolving issues. Action plans deadlines will be incorporated into the overall Project Plan.

## 3.3.3.7 ReadyForms Build & Validate

ReadyForms Design involves the City selecting and updating the appropriate forms for each Phase. Tyler will work with the City to assist in selecting, updating and configuring the forms, as well as choosing data display options like logos, signatures and color schemes. The City will preview the output of the forms using a data file to populate the test. Once the forms meet the desired appearance, further setup will be completed, including configuring the Tyler Forms API, Role Access, and Printer Configurations. When the build portion is complete, the City will validate that running the ReadyForms option from the menu in the related programs results in the expected output.

### 3.3.3.7.1 Forms Build & Validate Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | <ul><li>Authorize form design and accept validation</li></ul> | <ul><li>Coordinate activities</li></ul> |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | | • Ensure build is complete and validation has been completed by City |
| Functional Leads | • Select, update, and configure forms<br>• Submit check forms to bank for approval | • Assist in selecting, updating, and configuring forms and role access<br>• Assist in issue resolution |
| Subject Matter Experts / Others | • Validate form design, content and layout<br>• Configure Printers<br>• Configure Role Access | • Resolve ReadyForms issues<br>• Provide guidance on printer configuration |

### 3.3.3.7.2     Tyler Forms Build & Validate Requirements & Notes

- City must receive bank approval for all check forms a minimum of sixty (60) calendar days before live processing

## 3.3.3.8     Custom Reports Build & Validate

If Tyler is building custom reports for the City, they will have been identified during the Report Analysis and are part of the Report Plan (subset of the Implementation Plan).  Tyler's Report Writing Team will develop a specification outlining the purpose of each report, the cost for development, and approximate delivery date.  Once the specification is approved, Tyler will write the report and at least once during the process, contact the City to confirm that the report is being developed as the City expects.  When completed, Tyler will load the report on the City's server and demonstrate the functionality using City data.  If the report does not function as outlined in the Specification, Tyler will correct it and return the report for retesting.  If there are requests for changes to the Specification, Tyler may alter the cost and timeline for delivery.

### 3.3.3.8.1     Forms Build & Validate Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Review and accept report specification<br>• Track Custom Report budget | • Track Custom Report budget<br>• Coordinate communication with Tyler Report Writer |
| Functional Leads | • Communicate Report requirements<br>• Validate requirements in written specification<br>• Validate Report meets Specification | |
| Subject Matter Experts / Others | • | • Tyler Report Writer performs report analysis<br>• Tyler Report Writer writes specification and quote<br>• Tyler Report Writer develops report |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | | • Tyler Report Writer validates report meets requirements and specifications |

### 3.3.3.8.2 Tyler Reports Build & Validate Requirements & Notes

- Custom Reports must be identified during the Assess & Define Stage to be delivered in time for Production Cutover
- There may be exceptions to this, but the City should plan to identify reporting needs early

## 3.3.3.9 System Build Validation & Test

To validate that the system build process has been completed accurately and thoroughly, including data conversions (not final, in all cases), forms, and custom reports, Tyler and the City will use the User Acceptance Test Scripts (DED-12) to validate and test the system. Any issues will be tracked and processed for resolution.

This step, while not intended to deliver a final system, does ensure that when the Power Users and End Users are exposed to the system in Stage 5, it has been validated for process acceptance, data quality, and proper configuration, with limited errors.

### 3.3.3.9.1 System Build Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Schedule Resources for System Build Validation Testing<br>• Ensure City resources have UAT scripts<br>• Monitor test results<br>• Escalate issues | • Schedule Resources for System Build Validation Testing<br>• Ensure City & Tyler resources have UAT scripts<br>• Monitor test results<br>• Escalate issues |
| Functional Leads | • Assist in System Build Validation Testing<br>• Track test results<br>• Escalate issues<br>• Approve configuration correction | • Lead System Build Validation Testing<br>• Track test results<br>• Escalate issues<br>• Correct configuration with Change Control |
| Subject Matter Experts / Others | • Perform System Build Validation Testing<br>• Track test results<br>• Escalate issues | • Perform System Build Validation Testing<br>• Track test results<br>• Escalate issues |

### 3.3.3.9.2 System Build Requirements & Notes

- System Build Validation & Test is a pre-cursor to full UAT and is intended to validate configuration and preparedness for UAT and Power User End-to-End Training
- Some conversions will not be in their final pass for this test, but should have reached final approval of the conversion program
- Tyler Forms will be loaded and in the process of continued validation and not in final stage

- Reports may continue to be delivered and validated beyond this point, but all that have been delivered will be included in this test

### 3.3.3.10 Stage 3: Build & Validate Control Point

### 3.3.3.10.1 Stage 3: Build & Validate Deliverables

- Process Manuals (DED-10)
- End User Guides (DED-11)
- User Acceptance Test Scripts (DED-12)

### 3.3.3.10.2 Stage 3: Build & Validate Outcomes

- Production database has been configured and tested according to the current and approved System Design Document
- City and Tyler Teams have solid understanding of processes and configuration
- Data conversion programs have met quality assurance standards
- Tyler Forms have been configured and tested and are in the process of full validation
- Custom Reports have been delivered and are in the process of full validation
- The City is confident that the configuration of the system produces desired outcomes
- The City is prepared to begin introduction of the system to the larger City-user Community

### 3.3.3.10.3 Stage 3: Build & Validate Acceptance Criteria

- See Section 3.2.3.

## 3.3.4 Stage 4: Training & Testing

### 3.3.4.1 Power User End-to-End Training

Tyler Consultants, using accepted Process Manuals (DED-10) as guides, will conduct end-to-end process classroom training for City Power Users.  Sessions will be aligned according to functional area, with occasional sessions covering cross functional processes. During these sessions, all City users, that will ultimately function as primary users of Tyler software for performing the City's daily business, will be trained. It is critical that the City correctly identify the users and ensure their attendance to training sessions so delays to the schedule can be avoided and selected users are prepared adequately to participate in the User Acceptance Testing.

### 3.3.4.1.1 Power User End-to-End Training Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Schedule resources to attend training sessions<br>• Communicate agenda topics and pre-requisites<br>• Validate attendance | • Schedule resources to conduct training sessions<br>• Review agenda with pre-requisites<br>• Upload agenda with pre-requisites<br>• Report attendance to City PM |
| Functional Leads | • Provide process change support | • Prepare agenda with pre-requisites |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | • Answer questions and address issues<br>• | • Review agenda with pre-requisites with Tyler PM |
| Subject Matter Experts / Others | • Complete pre-requisites<br>• Attend training<br>• Continue to practice new processes in Tyler software | • Conduct training according to agenda and Process Manuals (DED-10)<br>• Report issues to Tyler PM<br>• Report attendance to Tyler PM<br>• Report Change Management findings to City Change Management Lead |

### 3.3.4.1.2 Power User End-to-End Training Requirements & Notes

- The City and Tyler will mutually plan for and agree to the number of training sessions required to train Power Users and the City will ensure attendance by assigned employees
- Additional training sessions required due to City not identifying all appropriate Power Users, missed sessions, or poor attendance, may result in an addition to scope and an impact to the schedule
- Should any additional training sessions be required resulting from not identifying all appropriate Power Users, missed sessions, or poor attendance, Tyler will notify the City as the issues arise and provide advance notice if the cumulative impact may result in scope change
- All pre-requisites must be completed and validated prior to training sessions
- Tyler will provide agendas, with pre-requisites detailed, a minimum of two (2) weeks in advance
- Pre-requisites on agendas typically require between ten (10) to thirty (30) minutes to complete, in total

## 3.3.4.2 User Acceptance Testing

User Acceptance Testing (UAT) is performed using the prepared and accepted User Acceptance Test Scripts (DED-12) as the defined steps for testing along with validation against requirements in Exhibit F – Functional Requirements. As defined in the Testing Plan (subset of the Implementation Plan (DED-09)), the City and Tyler will collaborate to execute User Acceptance Testing. Designated, trained Power Users will be provided with the UAT scripts prior to conducting the UAT. The UAT will be coordinated in a sequential manner whereby the end-to-end process within the phase, as well as integration with current live modules, will be tested and validated.

### 3.3.4.2.1 User Acceptance Testing (UAT) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Schedule resources to conduct UAT<br>• Provide UAT scripts to users prior to UAT<br>• Communicate UAT Schedule<br>• Review UAT results<br>• Escalate issues, as needed | • Schedule resources to support UAT<br>• Escalate issues, as needed<br>• Request authorization to proceed to Cross Department Demos and Central Office End User Training |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | · Authorize proceeding to Cross Department Demos and Central Office End User Training | |
| Functional Leads | · Provide issues resolution support, as needed<br>· Select Power Users for UAT<br>· Escalate issues | · Provide issues resolution support, as needed<br>· Monitor UAT Tracking<br>· Coordinate retesting and communicate to Tyler PM for scheduling |
| Subject Matter Experts / Others | · Review UAT scripts<br>· Execute UAT<br>· Track UAT results<br>· Report results<br>· Escalate issues<br>· Retest, as needed | · Support UAT activities<br>· Report issues to Tyler Functional Leads and Tyler PM<br>· Validate testing results are being reported accurately |

### 3.3.4.2.2  User Acceptance Testing (UAT) Requirements & Notes

- Designated City users for UAT will have been previously trained on the modules included in UAT
- The City will lead the execution of the UAT with Tyler's support
- Depending on the outcome of UAT, the City and Tyler will determine whether to proceed with Readiness Assessment and Cutover Planning
- The City Project Manager will determine, based on the outcome of UAT, whether quality assurance has been met and Cross Department Process Demos and Central Office End User training may take place

## 3.3.4.3  Parallel Testing

Payroll, Human Resources, and ExecuTime modules require the performance of a minimum of three (3) full, pre-live parallels of payrolls with successful results in at least the final parallel. Parallel testing will occur as part of UAT. Successful pre-live parallels are defined as the Tyler Software calculating the same result as the City's legacy system with the exception of any defined and documented allowances.

Parallel processing for the PR/HR and ExecuTime modules is an iterative process designed to validate that the system setup and data conversions are consistent with current, or newly designed, pay, deduction and accrual calculations. Tyler will lead and assist City in validating the system in performing multiple payroll runs, corrective data conversion passes and/or data imports until all issues have been addressed or a plan is developed on addressing acceptable anomalies.

The parallel testing process will begin with a subset of employees grouped by similar payroll frequencies (i.e. all bi-monthly paid employees). The project team will work together to determine how time entry will be managed for each payroll parallel (i.e. time keeping import, data entry, Employee Self-Service, etc.) Each subsequent parallel run builds upon the previous parallel after setup and/or data issues have been adjusted. Validation of the payroll parallel occurs through comparison record counts, totals of payroll proof, GL journal reports, Excel report comparisons and manual record inspections of both the Tyler and City legacy systems. This process continues until 100% of the data has been processed and all

data issues have been addressed or a live-action plan is developed for addressing acceptable anomalies. In the event of acceptable anomalies, Tyler will document the cause of each anamoly on the Issues List.

### 3.3.4.3.1 Parallel Testing Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate City resources to participate in parallel testing activities | • Define the parallel test activities<br>• Create plan for addressing parallel test Issues<br>• Coordinate Tyler resources to participate in parallel testing |
| Functional Leads | • Review issues related to set up or process decisions identified during parallel testing<br>• Provide issue resolution | • Lead parallel testing<br>• Assist City in resolving identified issues<br>• Train City on parallel process and issue identification and resolution |
| Subject Matter Experts / Others | • Execute parallel test steps as directed by Tyler<br>• Learn to execute steps independently<br>• Learn methods for resolving issues<br>• Validate and resolve discrepancies | • N/A |

### 3.3.4.3.2 Parallel Testing Requirements/Notes

- o Parallel Testing is performed for Payroll/Human Resources modules only

## 3.3.4.4 Trial Run Testing

Trial Run Testing occurs following End User Training and serves as Stress Testing for the Financials phase. The Trial Run should be designed and carried out by users to ensure all relevant Production Cutover processes and activities are tested. The Trial Run validates the activities that will take place once authorization to begin live processing in Munis is received and replicates the processing load of daily work.

The Trial Run should be representative of the real-life, Cutover processing situations for the user as much as possible. It should cover all conditions that might occur during a normal period and those that also happen rarely. The Client and Tyler Project Manager will determine the length of time allocated for the Trial Run period. Trial Run testing is conducted in the Test or Train environments. Process manuals and End User Guides will be used to guide Trial Run transactions and activities.

The following are goals of the Trial Run:

- To demonstrate that the system functions as expected

- Verify configuration within each module
- Verify integration of modules
- Validate roles, security and workflow
- Test operational procedures
- Validate the system infrastructure
- Verify data load integrity

Testing will be conducted by performing transactions or processes by duplicating daily activities, such as entering Requisitions and Purchase Orders, receiving goods, paying Vendors, and making Journal Entries.

- The testing focus will be on mirroring actual daily work processes and will be done with security roles and workflow.
- Data used for testing will be converted data.

### 3.3.4.4.1 Trial Run Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | <ul><li>Approve Trial Run Plan</li><li>Coordinate and schedule resources to conduct Trial Run Testing</li><li>Provide feedback to appropriate resources or Tyler on issues</li></ul> | <ul><li>Create Plan for Trial Run</li><li>Schedule Tyler resources to support Trial Run</li><li>Respond to and resolve issues resulting from Trial Run Test</li></ul> |
| Functional Leads | <ul><li>Provide guidance in designing Trial Run Plan</li><li>Oversee Trial Run activities</li></ul> | <ul><li>Support Trial Run activities</li><li>Respond to issues and assist with resolution</li></ul> |
| Subject Matter Experts / Others | <ul><li>Oversee Trial Run activities</li><li>Provide guidance to End Users on Trial Run activities</li><li>Perform issue resolution</li></ul> | <ul><li>Perform issue resolution</li></ul> |

### 3.3.4.4.2 Trial Run Testing Requirements/Notes

- All users engaged in Trial Run Testing must have completed training in their functional area
- Trial Run Testing occurs in the Financial Phase only

## 3.3.4.5 Requirements Traceability Matrix (DED-13)

Tyler will deliver the finalized Requirements Traceability Matrix ("RTM") (DED-13) as a validation of each requirement to which Tyler affirmatively responded as being satisfied within the project. Through the System Design Test, Process Validation, and System Build & Validation Test, and User Acceptance Test, the City and Tyler also documented any requirements that were determined to be no longer required by Client.

### 3.3.4.5.1 Requirements Traceability Matrix (RTM) (DED-13) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Review and approve RTM (DED-1-16) | · Review the RTM<br>· Create plan for addressing RTM Issues<br>· Deliver RTM (DED-15)<br>· Initiate workflow acceptance for DED-15 |
| Functional Leads | · Review and validate RTM accurately reflects accepted process decisions<br>· Escalate issues to City Project Manager | · Review and understand functional requirements and in scope modifications<br>· Post RTM on project SharePoint site |
| Subject Matter Experts / Others | · N/A | · N/A |

### 3.3.4.5.2 Requirements Traceability Matrix (RTM) (DED-13) Requirements/Notes

- This Deliverable is based on Tyler's response to the functional requirements attached to this Agreement as Exhibit F – Functional Requirements
- The Requirements Traceability Matrix (DED-13) is started as a baseline in the Assess & Define Stage as process decisions are initiated, tested and finalized, then continued in the Build & Validate Stage as process decisions are validated with full system build and data conversions in place, and finalized in the Training & Testing Stage with UAT.

## 3.3.4.6 Cutover Planning and Production Cutover Plan (DED - 14)

The City and Tyler develop the Production Cutover Plan (DED-14) using the Project Plan, status reports, issues and actions lists, change management logs, and known City activity calendars. The Plan will be developed in significant detail and will include the creation of a Cutover Checklist of each step that must occur leading up to Production Cutover, along with a completion date, owner, verification steps, and any detailed notes required.  During the development of the Plan, the City and Tyler will determine how often the City and Tyler will meet to review the Plan and Checklist and review the status of items. In addition, the checklist status will be added to the standard reporting items on the Tyler Project Manager's weekly Status Report.

### 3.3.4.6.1 Cutover Planning and Production Cutover Plan (DED-14) Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | · Review Cutover Plan | · Review Cutover Plan |
| Project Manager | · Conduct Cutover Planning<br>· Review Cutover Plan (DED-17) and Checklist<br>· Accept Cutover Plan (DED-17)<br>· Monitor Cutover Plan and Checklist and ensure City action items are being completed as scheduled | · Conduct Cutover Planning<br>· Prepare and deliver Cutover Plan (DED-17) and Checklist<br>· Initiate workflow acceptance for DED-17<br>· Monitor Cutover Plan and Checklist and ensure City and |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | · Take corrective actions if 'no go' decision received | · Tyler action items are being completed as scheduled<br>· Take corrective actions if Cutover Plan is not being followed |
| Functional Leads | · Execute City action items | · Execute Tyler action items |
| Subject Matter Experts / Others | · Execute City action items | · Execute Tyler action items |

### 3.3.4.6.2 Cutover Planning and Production Cutover Plan (DED-14) Requirements & Notes

- Cutover Planning includes City Help Desk planning to ensure proper protocol and support methodology is in place after cutover

## 3.3.4.7 Cross Department Process Demos

Tyler will prepare presentations that demonstrate the high-level data flow across departments, applications, and in doing so, accentuate the value of end user data input in decision-making, reporting, budgeting, and public-facing information across the organization.  These presentations are intended for End Users that are preparing to attend Tyler and Train-the-Trainer training, so they gain a broader understanding of their new roles in information gathering.

### 3.3.4.7.1 Cross Department Process Demos Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Schedule resources for Process Demos<br>· Communicate purpose for sessions | · Schedule resources for Process Demos<br>· Review presentations |
| Functional Leads | · Support new processes<br>· Answer questions | · Review presentations |
| Subject Matter Experts / Others | · Conduct Change Management messaging | · Deliver presentations |

### 3.3.4.7.2 Cross Department Process Demos Requirements & Notes

- Demo sessions should also be used for key Change Management messaging opportunities
- The number of sessions will be determined by the City and Tyler Project Managers
- Presentation(s) ideally will occur in an auditorium, or large meeting room, where a large number of end users can be accommodated

### 3.3.4.8    Central Office End User Training

The City and Tyler will begin executing Central Office End User Training following the Education & Training Management Plan guidelines. The End User Training will be conducted using the End User Guides (DED-11) delivered in Stage 3: Build & Validate and updated with any process changes. The number, size, and frequency of sessions will be determined during Cutover Planning based on final count of End User processes.

#### 3.3.4.8.1    Central Office End User Training Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Schedule resources for Central Office End User Training<br>• Communicate agenda topics and pre-requisites<br>• Validate attendance | • Schedule resources to conduct training sessions<br>• Review agenda with pre-requisites<br>• Upload agenda with pre-requisites<br>• Report attendance to City PM |
| Functional Leads | • Provide process change support<br>• Answer questions and address issues<br>• Conduct Change Management messaging | • Prepare agenda with pre-requisites<br>• Review agenda with pre-requisites with Tyler PM |
| Subject Matter Experts / Others | • Complete pre-requisites<br>• Attend training<br>• Continue to practice new processes in Tyler software<br>• City Trainer: Conduct decentralized end user training according to agenda and End User Guides (DED-11)<br>• Report issues to City PM<br>• Report attendance to City PM<br>• Report Change Management findings to City Change Management Lead | • Conduct training according to agenda and End User Guides (DED-11)<br>• Report issues to Tyler PM<br>• Report attendance to Tyler PM<br>• Report Change Management findings to City Change Management Lead |

#### 3.3.4.8.2    Central Office End User Training Requirements & Notes

- Tyler will train all central office end users as well as City End User Trainer(s)
- City will conduct the End User training for decentralized end user staff

### 3.3.4.9    Open Labs

The City will establish Open Labs at locations previously defined during Cutover Planning and City and Tyler resources will support City resources that choose to utilize the labs to re-familiarize themselves with new processes prior to Production Cutover. It is expected that these Labs will stay open and supported through the Production Cutover process and for a pre-defined period of time to support City users.

### 3.3.4.9.1 Open Labs Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | · Provide resources for Open Labs<br>· Communicate availability and purpose of Open Labs to appropriate City User Community | · Provide and schedule available resources for Open Labs |
| Functional Leads | · Encourage use of Open Labs | · N/A |
| Subject Matter Experts / Others | · Support Open Labs | · N/A |

### 3.3.4.9.2 Open Labs Requirements & Notes

- N/A

## 3.3.4.10 Stage 4: Training & Testing Control Point

### 3.3.4.10.1 Stage 4: Training & Testing Deliverables

- Requirements Traceability Matrix (RTM) (DED-13)
- Production Cutover Plan (DED 14)

### 3.3.4.10.2 Stage 4: Training & Testing Outcomes

- Organization's readiness has been assessed and City is ready to move to Production
- City Users have all been trained
- The system has been fully tested and has met quality standards
- Cutover Planning has been performed
- Organization is prepared to support users
- All users understand individual Cutover activities and roles

### 3.3.4.10.3 Stage 4: Training & Testing Acceptance Criteria

- See Section 3.2.3

## 3.3.5 Stage 5: Production Cutover

### 3.3.5.1 Final Data Conversion

Any data that needs to be captured immediately at Production Cutover will be extracted in the previously agreed to formats and control reports will be run to support the final validation. The timing of this process, along with when processing ceases in the City's legacy applications, will all be defined in detail in the Cutover Plan and Data Conversion Plan. The City will also determine if all transactions, once data is extracted, will be held or tracked and duplicated in the Tyler system once Production cutover is

authorized.  The final pass of data conversion will be uploaded, as before, to Kite Works and Tyler will execute the validated conversion program against the data.

Prior to loading the data conversion into the Production database, the Production database will be copied to Test and the MIU conversion packages will be loaded and the data validated in Test one final time. Upon successful loading and data validation, City will authorize converted data to be loaded into the Production environment. Once the data has been loaded into Production, City will run the necessary balancing and auditing reports prior to authorizing users to begin live processing.

### 3.3.5.1.1    Final Data Conversion Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate resources<br>• Review Cutover Plan and Conversion Plan<br>• Review and provide final acceptance of data conversions after final validation | • Coordinate resources<br>• Coordinate database refreshes, as needed<br>• Coordinate conversion MIUs with Tyler SaaS Team |
| Functional Leads | • Produce reports from the legacy system at the time of data extraction<br>• Utilize control reports, filtering techniques, comparison reports and visual inspection as instructed by Tyler for final conversion pass<br>• Document any unlikely needed corrections to conversion<br>• Perform data conversion validations and proofing<br>• Review and provide notice to City Project Manager if conversions meet approval for load to Production database | • Assist in final conversion validation and proofing<br>• Coordinate database refreshes, as needed, with Tyler PM |
| Subject Matter Experts / Others | • Support validation process | • Coordinate conversion MIUs<br>• Perform final conversions |

### 3.3.5.1.2    Data Conversion Requirements & Notes

- A formal sign-off document will be presented to the City Project Manager by the Tyler Project Manager for each Final Data Conversion.
- The document will indicate that the City acknowledges:
  - that the data conversion has met quality standards
  - if there are noted and agreed to exceptions that will be dealt with manually through entries in the Tyler system
  - that the conversion is accepted and is authorized to be loaded to the Production database
- The sign-off document will require a signature from both the City Functional Lead over the specific data conversion and the City Project Manager.

## 3.3.5.2    Tyler Support Knowledge Transfer

As final data conversion validation is taking place, the City and Tyler will conduct a Tyler Support Knowledge Transfer with a representative from Tyler Support.  The purpose of this knowledge transfer is to ensure that Tyler Support is familiar with the most current status of the City's operational processes in Tyler software and is prepared to support City users when Tyler's onsite resources are unavailable.  Review of design documents, process documentation, issues and actions list, and other relevant materials will be conducted to ensure Tyler Support both consumes and continues to have access to the information.

### 3.3.5.2.1    Support Lead Knowledge Transfer Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate City Support resources<br>• Attend Knowledge Transfer session | • Coordinate Tyler resources<br>• Attend Knowledge Transfer session |
| Functional Leads | • N/A | • Conduct Knowledge Transfer to Tyler Support |
| Subject Matter Experts / Others | • N/A | • Document Knowledge Transfer |

### 3.3.5.2.2    Support Lead Knowledge Transfer Requirements & Notes

- Tyler Support Lead will attend Status Meetings on a regular basis, frequency to be decided by City and Tyler

## 3.3.5.3    Production Cutover Partnering

Following the completion of the Cutover Checklist, including acceptance and authorization to load all conversions to the Production database, the Tyler Project Manager will present the City Project Manager with a sign-off authorizing official Production Cutover.  Once signed, all City transactions for the applicable processes will take place in the Tyler system and any held transactions from the legacy system will be entered.

Tyler onsite resources will be in place to assist the City with all activities during this Cutover period and will arrange for offsite resources to be on standby for timely response should any issues arise.  Open Labs and the City Help Desk will provide continued support for users during the Cutover period, as well.

### 3.3.5.3.1    Production Cutover Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Manager | • Coordinate City Communications<br>• Authorize Production Cutover<br>• Escalate Issues | • Coordinate Tyler resources<br>• Secure Production Cutover Authorization<br>• Ensure Communications are clear<br>• Escalate Issues |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Functional Leads | • Enter Live Transactions<br>• Provide support to City users<br>• Resolve Issues<br>• Monitor Change Management | • Provide Production Cutover Support<br>• Resolve Issues |
| Subject Matter Experts / Others | • Enter Live Transactions | • Provide Production Cutover Support<br>• Resolve Issues<br>• Monitor Change Management |

### 3.3.5.3.2  Production Cutover Requirements & Notes

- All Control Points and Sign-offs leading to Production Cutover must be complete
- Production Cutover may not occur without a signed Authorization to Begin Live Processing

## 3.3.5.4  Post Live Support

Post Live Support begins immediately after Production Cutover and once live transactions are being processed in the Tyler system. During this time, Tyler Consultants will assist City users in completing transactions in Production system as well as performing ad hoc training and troubleshooting assistance for desired setup changes or data conversion issues. The following Tyler resources are expected to provide post-live support from Production Cutover through the Post Live Support period:

- Financial Lead – 15 days per month for three (3) months
- Procure to Pay Lead – 15 days per month for one (1) month
- Payroll/HR Lead – 15 days per month for three (3) months
- Utility Billing Lead – 15 days per month for three (3) months

### 3.3.5.4.1  Post Live Support Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Resolve issues escalated to Steering Committee | • Resolve issues escalated to Steering Committee |
| Project Manager | • Schedule ad hoc training sessions as needed | • Schedule ad hoc training sessions as needed |
| Functional Leads | • Update user security and workflow, as necessary<br>• Assist users in answering questions and completing tasks<br>• Identify user training needs and communicate to Project Manager<br>• Identify areas of resistance | • Provide setup and data conversion troubleshooting<br>• Assist users in answering questions and completing tasks<br>• Assist with ad hoc training needs<br>• Evaluate areas of process improvement<br>• Report finding to Tyler Change Management Lead |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Subject Matter Experts / Others | • Continue live processing<br>• Report Change Management findings to City Change Management Lead | • Provide Post Live Support<br>• Resolve Issues<br>• Monitor re-emergence of shadow systems<br>• Report areas where process improvement needs to be revisited |

### 3.3.5.4.2 Production Cutover Requirements & Notes

- N/A

## 3.3.5.5 Post Cutover Efficiency Evaluation

Tyler, in collaboration with City Functional Leads and Power Users, will begin collecting information immediately after Production Cutover as to how well the City has adopted new processes, if there are process flow congestion points, re-emergence of shadow systems, the need for additional training, and any other items that connect to the Evolution Plan.  After a period of approximately sixty (60) days of Post Production Cutover stabilization has occurred, a formal review of this collected information will occur and Tyler will review findings with the City.  The findings include topics specific to:

- o Project Goals versus Post Cutover State
- o Approved Processes versus In Practice Processes
- o Tool Utilization versus Shadow Systems
- o Areas of Additional Process Improvement

### 3.3.5.5.1 Post Cutover Efficiency Evaluation Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Consider recommendations for additional process improvements | • N/A |
| Project Manager | • Participate in formal review of findings from Efficiency Evaluation during Post Cutover Period<br>• Conduct internal meetings regarding recommendations for additional process improvements | • Attend review of findings from Efficiency Evaluation during Post Cutover Period |
| Functional Leads | • Collect information on organizational efficiency<br>• Identify areas of new process improvement<br>• Validate goal adoption<br>• Participate in review of findings | • Collect information on organizational efficiency<br>• Identify areas of new process improvement<br>• Validate goal adoption<br>• Conduct review of findings |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | • Participate in internal meetings regarding recommendations for additional process improvements | |
| Subject Matter Experts / Others | • Collect information on organizational efficiency<br>• Identify areas of new process improvement<br>• Validate goal adoption | • Collect information on organizational efficiency<br>• Identify areas of new process improvement<br>• Validate goal adoption |

### 3.3.5.5.2 Post Cutover Efficiency Evaluation Requirements & Notes

- N/A

## 3.3.5.6 Post-Live Adjustments & Training

Once the City has begun live processing, Tyler will assist by guiding the City in making configuration adjustments to solve issues and conduct additional training, as needed, to ensure proper adoption of authorized processes. In addition to the informal type of post live adjustments that are required early in the post-live period, Tyler will work with the City by conducting a more formal review process once a stabilization period has occurred.

Tyler Consultants can meet with Functional Leads to determine where there are process issues and review options, much like during the re-engineering phase. In addition, Tyler will monitor performance challenges, workflow issues, processing delays to determine if recommendations for process changes are in order.

The City and Tyler, after reviewing the Post Cutover Efficiency Evaluation Report (DED-18), will determine what actions are necessary to realign users, processes, or the system with the Evolution Plan; or the City may determine that a change to the Evolution Plan is necessary in addition to post-live adjustments. A course of action will be determined, specific steps planned, assigned, and executed to make the necessary adjustments, as needed.

### 3.3.5.6.1 Post-Live Adjustments & Training Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Direct formal post live adjustments | • N/A |
| Project Manager | • Coordinate post-live adjustments, training, communication, change management | • Support post-live adjustments, training, communication, change management<br>• Provide Tyler resources to guide and support City effort, if in post-live coverage period |
| Functional Leads | • Enact post-live adjustments<br>• Conduct Change Management activities | • Provide guidance on post-live process changes |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| | • Communicate Process Changes | • Assist with Change Management activities<br>• Train users, as needed |
| Subject Matter Experts / Others | • Attend training<br>• Adopt changes | • N/A |

### 3.3.5.6.2 Post-Live Adjustments & Training Requirements & Notes

- Use of Tyler resources to accomplish Post-Live Adjustments and Training must occur within the Post-Live Support period as defined in Section 3.3.5.4 for each applicable phase
- The use of Tyler resources to accomplish Post-Live Adjustments and Training tasks may not take precedence over issue resolution

## 3.3.5.7 Transition to Support Team

Tyler and City conduct a formal transition from active, ongoing Implementation activities during the Post Live Support period to full support being provided by the Tyler Support Team. This transition will occur at the end of each phase, for each group of products transitioning out of active implementation. Support Lead Knowledge Transfer has already taken place in preparation for Production Cutover, so this process is largely a transition point to ensure that all parties have current information, are completely familiar with the procedures, and understand the new approach to handling issues using Tyler Support, instead of Tyler Implementation.

### 3.3.5.7.1 Transition to Support Team Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | • Ensure communications regarding Support Transition are clear | • Ensure communications regarding Support Transition are clear |
| Project Manager | • Attend Support Transition Call<br>• Schedule City resources for Call<br>• Review Meeting documentation | • Schedule Support Transition Call<br>• Provide any meeting documentation in advance of call |
| Functional Leads | • Attend Support Transition Call<br>• Review Meeting documentation<br>• Communicate Transition internally | • Conduct call<br>• Provide background<br>• Clearly outline transition plan |
| Subject Matter Experts / Others | • Follow Support Desk instructions | • N/A |

### 3.3.5.7.2 Transition to Support Team Requirements & Notes

- N/A

### 3.3.5.8 Stage 5: Production Cutover Control Point

#### 3.3.5.8.1 Stage 5: Production Cutover Deliverables

- N/A

#### 3.3.5.8.2 Stage 5: Production Cutover Outcomes

- Final data conversions have been accepted and loaded into Production
- Live Processing has successfully started in Tyler system
- Tyler Support has engaged in the project and has detailed project knowledge
- Issues are being resolved and additional process streamlining is occurring
- Successful month end processes have occurred
- Successful reporting processes have occurred
- City is prepared to support users
- City understands options for additional areas for efficiencies
- City can evaluate the success of the phase based on the Evolution Plan vs. outcome
- City is fully utilizing Tyler Support for all support needs
- Implementation services come to a close

#### 3.3.5.8.3 Stage 5: Production Cutover Acceptance Criteria

- See Section 3.2.3

### 3.3.6 Stage 6: Phase/Project Closure

### 3.3.6.1 Phase/Project Audit

Tyler will begin project audit activities prior to this step, but the audit will culminate at this point with a final update to the Project Quality Control section of the Quality Control Management Plan. The Tyler Project Manager will document the completion of each phase/project component, include appropriate documentation, and submit a complete package for audit purposes. A formal review of the Project/Phase Audit package will be conducted with the City Project Manager.

#### 3.3.6.1.1 Project/Phase Audit Roles & Responsibilities

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Steering Committee | · Review Project/Phase Audit Package | · Review Project/Phase Audit Package |
| Project Manager | · Review Project/Phase Audit Package with Tyler PM<br>· Update Project Quality Control section of the Quality Control Management Plan | · Perform Project/Phase Audit<br>· Compile Project/Phase Audit Package<br>· Review Project/Phase Audit Package with City PM<br>· Update Project Quality Control section of the Quality Control Management Plan |

| Project Role(s) | City Responsibility | Tyler Responsibility |
|---|---|---|
| Functional Leads | · N/A | · N/A |
| Subject Matter Experts / Others | · N/A | · N/A |

### 3.3.6.1.2 Project/Phase Audit Requirements & Notes

- Project Audit will be comprised of any Phase audits and packages already completed and additional Phase audits in progress as part of the final audit requirement

## 3.3.6.2 Phase/Project Reconciliation & Phase/Project Reconciliation Report (DED-15/16)

Tyler will prepare a budget reconciliation for each phase or the entire project, whichever is applicable. The detailed Phase/Project Reconciliation Report (DED-15/16) will show the specifics of:

- Accounting of all contract line items
- Change Orders and amendments (if any)
- Disposition of unused services
- Final budget

### 3.3.6.2.1 Phase/Project Reconciliation & Phase/Project Reconciliation Report (DED-15/16) Roles & Responsibilities

| Project Role(s) | · City Responsibility | Tyler Responsibility |
|---|---|---|
| Project Sponsor / Executive Oversight | · Review Phase/Project Reconciliation Report (DED-15/16) | · Review Phase/Project Reconciliation Report (DED-15/16) |
| Steering Committee | · Review Phase/Project Reconciliation Report (DED-15/16) | · Review Phase/Project Reconciliation Report (DED-15/16) |
| Project Manager | · Review Phase/Project Reconciliation Report (DED-15/16) with Tyler PM<br>· Accept DED-15/16 | · Perform Review Phase/Project Reconciliation and review Phase/Project Reconciliation Report (DED-15/16) with City PM<br>· Initiate workflow acceptance for DED-15/16 |
| Functional Leads | · Review Phase/Project Reconciliation Report (DED-15/16) | · N/A |
| Subject Matter Experts / Others | · N/A | · N/A |

### 3.3.6.2.2 Phase/Project Reconciliation & Phase/Project Reconciliation Report (DED-15/16) Requirements & Notes

- N/A

### 3.3.6.3      Stage 6: Phase/Project Closure Control Point

#### 3.3.6.3.1      Stage 6: Phase/Project Closure Deliverables

- Phase/Project Reconciliation Report (DED-15/16)

#### 3.3.6.3.2      Stage 6: Phase/Project Closure Outcomes

- All contract deliverables, requirements, and services have been validated
- Project Quality Control has been achieved
- Project budget is fully reconciled, accurate and reported

#### 3.3.6.3.3      Stage 6: Phase/Project Closure Acceptance Criteria

- See Section 3.2.3

# Glossary

| Word or Term | Definition |
|---|---|
| Accountable | The person who is ultimately accountable for decisions being made on a task. |
| API | API is a toolset that facilitates a non-visual interface for an application. An Integration, however, involves exchanging data between disparate systems to add value to an organization. APIs are toolsets utilized to accomplish the integration. |
| Application | A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user. |
| Business Requirements Document | A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance. |
| Change Control | A systematic approach for managing change governing how Change Requests will be received, assessed and acted on. |
| Change Management | An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one. |
| Change Request | A form used as part of the Change Control process whereby changes in the Scope of Work, timeline, resources, and/or budget are revised and agreed upon by participating parties. |
| Consulted | Anyone who must be consulted with prior to a decision being made and/or the task being completed |
| Consumables | Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits. |
| Control Point | Occurring at the end of each Stage, the Control Point serves as a formal City review point. Project progress cannot continue until the City acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage. |
| Data Exchange | A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software. |
| Data Mapping | The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources. |
| Deliverable | A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a City (either internal or external) or vendor at a specific time. |
| End User | The person for whom the software is designed to use on a day-to-day basis. |

# EXHIBIT A TO RESOLUTION

| | |
|---|---|
| Forms | A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens). |
| Imports and Exports | A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout. |
| Informed | Anyone who will be updated when decisions are made, or a task is completed. |
| Install | References the initial Installation of software files on City servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install. |
| Interface | A real-time or automated exchange of data between two systems. |
| Legacy System | The system from which a City is converting. |
| Modification | Modification of software program package to provide individual City requirements documented within the Scope of the Agreement. |
| Peripherals | An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera. |
| Phase | A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned. |
| Power User | An experienced City person or group who is (are) an expert(s) in the City business processes, as well as knowledgeable in the requirements and acceptance criteria. |
| Production Cutover | The City is using the Tyler software to conduct daily operations. |
| Project | The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases. |
| Project Plan | The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high-level tasks with rough timeframes will be plotted out beyond this. |

# EXHIBIT A TO RESOLUTION

| | |
|---|---|
| Project Planning Meeting | Occurs during the Plan & Initiate Stage to coordinate with the City Project Manager to discuss Scope, information needed for project scheduling and resources. |
| RACI | A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC). |
| Reports | Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume. |
| Responsible | The person who will be completing the task. |
| Scope | Products and services that are included in the Agreement. |
| Software Upgrade | References the act of updating software files to a newer software release. |
| Stage | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete. |
| Stakeholder Presentation | Representatives of the Tyler implementation team will meet with key City representatives to present high level project expectations and outline how Tyler and the City can successfully partner to create an environment for a successful implementation. |
| Standard | Included in the base software (out of the box) package. |
| Statement of Work (SOW) | Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client. |
| Validation (or to validate) | The process of testing and approving that a specific Deliverable, process, program or product is working as expected. |
| Work Breakdown Structure (WBS) | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |

# Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below.  All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions. **Prior to beginning work on any Deliverable, Tyler Consultants will meet with the City Project Management Team to discuss deliverable expectations and clarify any assumptions about deliverable objective, scope, format, and acceptance criteria.**

In addition to the acceptance criteria listed below, all deliverables will conform to the specifications of this SOW, will include considerations for the City's full project scope, and will meet any conditions listed in these DEDs.

| Deliverable Number: DED-01 |
|---|
| **Deliverable Name:**  Project Charter |
| **Objective:** Provide written authorization, management support, set clear expectations, communicate a clear business case for the project |
| **Scope**:  All products and services in the Agreement |
| **Format:**  Microsoft Word |
| **Outline:** The Project Charter format will be based on PMI Methodology and will contain the following key sections:<br><br>● Project Overview<br>● Project Management / Governance<br>● Key Milestones<br>● General Guiding Principles<br>● Signatures |
| **City Role:**<br>● Provide input for Project Charter content<br>● Review and authorize Project Charter<br>● Review and accept DED-01 |
| **Tyler Role:**<br>● Lead development of Project Charter<br>● Solicit information for content<br>● Write Project Charter Using Provided Material |
| **Acceptance Criteria**:<br>● The Project Charter accurately reflects the content discussed during development meetings<br>● The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>● The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| **Deliverable Number: DED-02** |
|---|
| **Deliverable Name:**  Evolution Plan |
| **Objective:** Provide written outline of the steps and key activities required in transforming the City from current to future state. |
| **Scope**:  Products and services in the Agreement, as well as post live assessment and reinforcement techniques, continuing education, and onboarding. |
| **Format:**  Microsoft Word |
| **Outline:** The Evolution Plan will contain the following key sections:<br>• Evolution Plan Purpose<br>• Terms and Definitions<br>• Major Steps in the Evolution Process<br>• Overview of Enterprise Goals<br>• Delta Assessment Survey<br>• Key Performance Indicators |
| **City Role:**<br>• Provide input for Evolution Plan<br>• Review and authorize Evolution Plan<br>• Review and accept DED-02 |
| **Tyler Role:**<br>• Own development of Evolution Plan<br>• Solicit information for content, current/future state delta<br>• Write Evolution Plan using provided material and assessment |
| **Acceptance Criteria**:<br>• The Evolution Plan adequately describes a process for achieving project goals, long term organizational change, and full utilization of tools as recommended<br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• The deliverable is free of formatting and spelling errors. |

| **Deliverable Number: DED-03** |
|---|
| **Deliverable Name:**  Management Plans |
| **Objective:** To provide guidance for changes, issues, and other project challenges. |
| **Scope**:  Customized management plans to reflect Client's specific project approach.  Management plans will document specific project management processes that are agreed upon between City and Tyler Project Manager.  The management plans will include all information and procedures for all phases of the project. |
| **Format:**  MS Word / SharePoint |
| **Outline:** The management plan document will be a compilation of the following management plan subsets: |

**Deliverable Number: DED-03**

- Management Plan Purpose
- Project Management Plan
  - Client Provided Facilities, Equipment, and Services
  - Project Managers
  - Status Reports
  - Review and Correction of Deliverables
  - Project Schedule
  - Project Stages
- Scope Management Plan
  - Document Control Information
  - Change Control History
  - Scope Definition
  - Scope Verification
  - Scope Control
  - Scope Change
- Schedule Management Plan
  - Document Control History
  - Change Control History
  - Plan Description
  - Approach
  - Schedule Roles and Responsibilities
  - Schedule Reporting and Control
  - Schedule Changes
  - Resulting Scope Changes
- Risk Management Plan
  - Document Control Information
  - Change Control History
  - Risk Definition
  - Purpose
  - Risk Management Strategy
  - Risk Register
- Financial Management Plan
  - Document Control Information
  - Change Control History
  - Overview
  - Project Budget
  - Status
  - Communication
  - Change Orders
  - Project Budget Status
  - Payment Milestones

# EXHIBIT A TO RESOLUTION

**Deliverable Number: DED-03**

- Roles & Responsibilities
- Communication Management Plan
  - Document Control Information
  - Change Control History
  - Plan Description
  - Purpose
  - Summary of Communication Plan Elements
  - Communication Paths
- Issue Management Plan
  - Document Control Information
  - Change Control History
  - Plan Description
  - Common Sources of Issues
  - Issues & Scope Management Control
  - Roles and Responsibilities
  - Process
  - Analysis
  - Record Issue
  - Issue Tracking
  - Action Plan
  - Response
- Release & Code Management Plan
  - Document Control Information
  - Change Control History
  - Overview
  - Definition of Baseline Versions
  - Tools
  - Code Management
  - Defect Updates
  - Version Upgrades
  - Database Environments
  - Roles & Responsibilities
- Quality Management Plan
  - Document Control Information
  - Change Control History
  - Quality Approach
  - Quality Management Objectives
  - Project Quality Control
  - Issue Resolution
  - Quality Assurance
  - Roles & Responsibilities
  - Reporting Plan

**Deliverable Number: DED-03**

- Quality Control Log
- Quality Assurance Log
- Education & Training Management Plan
  - Document Control Information
  - Change Control History
  - Introduction
  - Instructional Analysis
  - Needs and Skills Analysis
  - Development Approach
  - Instructional Methods
  - Training Resources
  - Training Sessions Offered
  - Training Materials Lists
- Human Resource Management Plan
  - Document Control Information
  - Change Control History
  - Introduction
  - Roles & Responsibilities
  - Staffing Management
  - Staff Rollout
  - Resource Calendars
  - Performance Assessments
  - Personnel Replacement
  - Workspace Management
- Project Integration Management Plan
  - Document Control Information
  - Change Control History
  - Initiating
  - Planning
  - Executing
  - Controlling
  - Closing
  - Project Integration Diagram
- Requirements Management Plan
  - Document Control Information
  - Change Control History
  - Scope
  - Overview
  - Roles & Responsibilities
  - Process
  - Requirements Traceability Matrix
- Change Control Management Plan

**Deliverable Number: DED-03**

- Document Control Information
- Change Control History
- Change Request Form – Submittal Process
- Change Request Form – Review & Approval Process
- Change Control Tracking

**Tyler Role:**

- Lead development of management plans using baseline template
- Collaborate with City to modify template and design acceptable management plans
- Finalize management plans to reflect decisions
- Collaborate in changes to management plans, as needed

**Acceptance Criteria:**

- Implementation Management Plans contain all of the required components and accurately reflect decisions
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

| **Deliverable Number: DED-04** |
| --- |
| **Deliverable Name:** Project Plan |
| **Objective:** Full Project Plan with Task list, task owners, due dates, and predecessors for successful management of the project. |
| **Scope**: All products and services included in the Agreement for the duration of the Project**.** |
| **Format:** Developed and maintained in MS Project. Scheduling and task lists then certain elements uploaded to the Tyler-provided Project SharePoint site. |
| **Outline:** The project plan will follow the Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, deliverables, milestones, review/acceptance periods, and other key project events.<br>The Project Plan will contain, at a minimum:<br>&bull; Project's activities and tasks<br>&bull; Start, End and Actual Completion Dates of project activities and tasks<br>&bull; Specific resources assigned to project tasks<br>&bull; Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages<br>&bull; Milestones and Deliverables<br>&bull; City Review Periods for Milestones and Deliverables<br>&bull; Project Acceptance of Deliverables and Implementation Control Points |
| **City Role:**<br>&bull; Provide information to assist in the development of an achievable plan, including blackout dates, key resource conflicts, etc.<br>&bull; Review and authorize project plan<br>&bull; Contribute information necessary to maintain project plan<br>&bull; Review and Accept DED-04 |
| **Tyler Role:**<br>&bull; Conduct initial planning session to begin Project Plan development<br>&bull; Create project plan<br>&bull; Maintain project plan<br>&bull; Post project schedule and task list to Project SharePoint site |
| **Acceptance Criteria**:<br><br>&bull; The Project Plan contains all the required components of the Agreement, tasks required to complete scope of work, milestones and deliverables, and is presented in a manner that allows for a logical and orderly control of the project.<br><br>&bull; The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>&bull; The deliverable meets the established project budget and timeline. |

# EXHIBIT A TO RESOLUTION

| **Deliverable Number: DED-05** |
|---|
| **Deliverable Name:** SaaS Installation Report |
| **Objective:** Provide City with listing of all products, installation paths and accounts installed for Tyler-hosted agreements. |
| **Scope**: All Tyler products and associated hardware and software |
| **Format:** Microsoft Word |
| **Outline:** The Installation Report will contain the following key sections:<br>• Application and software user accounts details<br>• Tyler Login Information<br>• Recommended on-going IT tasks |
| **City Role:**<br>• Participate in a call with Tyler Technology team<br>• Review details of hardware and software configuration, ongoing tasks<br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• Review and accept DED-05 |
| **Tyler Role:**<br>• Prepare Installation Report<br>• Schedule and conduct call to review report and answer questions |
| **Acceptance Criteria**:<br><br>• The Installation Report accurately outlines all items identified in the Deliverable Outline<br><br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| **Deliverable Number: DED-06** |
|---|
| **Deliverable Name:** Organizational Change Assessment Study |
| **Objective:** Identify the organization's capacity for change and outline key areas where change may be more difficult. |
| **Scope**: Study includes all departments impacted by ERP Project. |
| **Format:** MS Word |
| **Outline:** The Organizational Change Assessment will contain the following key sections:<br>• Overview of Change Assessment Process<br>• Results from assessment surveys and interviews<br>• Analysis of results<br>• Study Conclusion |
| **City Role:**<br>• Make resources available for assessment input<br>• Participate in formal review of Organizational Change Assessment Study<br>• Review and accept DED-06 |
| **Tyler Role:**<br><br>• Develop tools needed to conduct Organizational Change Assessment Study<br><br>• Solicit information for content, current/future state delta<br><br> |
| **Acceptance Criteria**:<br><br>• The Organizational Change Assessment encompasses comprehensive material gathered from the organization, from which detailed change management information can be extracted and utilized for further planning.<br><br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| Deliverable Number: DED-06 |
|---|
| **Deliverable Name:** System Design Test Scripts |
| **Objective:** Provide test scripts outlining steps for testing processes based on decisions or best practice recommendations. Visualization of daily work processes in Tyler software following new processes and validation of design assumptions. <br><br> These scripts are driving the testing of process decisions prior to the decisions being finalized. Tyler wants the Functional Leads to see what their decisions look like in Munis processing PRIOR to making the decision to move forward with the new process. |
| **Scope**: All processes covered under Tyler Agreement. |
| **Format:** MS Word or MS Excel |
| **Outline:** System Design Test Scripts will follow an outline similar to the following: <ul><li>Access Invoice Entry and Add Batch (this batch will be for Check and EFT payments only)<ul><li>Confirm Fund and Cash account are for the Pooled cash account</li><li>Leave Check Run blank as run will be determined during the Select Check Process</li><li>Due Date should reflect today's date</li></ul></li><li>Add Direct Pay invoices. Three direct pay invoices will be included:<ul><li>One, or more, will have a payment method of check</li><li>One, or more, will have a payment method of EFT</li></ul></li></ul><ul><li>One, or more, vendor will be a one-time pay vendor<ul><li>One-time pay vendors will use all 6 digits and will begin with 999001. City may use multiple one time pay vendors determined by department or by type.</li></ul></li><li>Review the legacy direct pay invoice for Account information<ul><li>Search for the new Munis Account number:<ul><li>Financials>General Ledger Menu>Miscellaneous Setup>Account X-Reference</li><li>Use the Legacy Account in the Account field and Accept</li></ul></li></ul></li></ul> |
| **City Role:** <ul><li>Review the test scripts to ensure processes and critical testing points are accurately and adequately covered.</li><li>Report any discrepancies.</li><li>Review and accept DED-07</li></ul> |
| **Tyler Role:** <ul><li>Develop test scripts based on City feedback during Current and Future State sessions.</li><li>Validate that all processes have been included in the test scripts</li><li>Validate that all critical testing points have been included</li></ul> |
| **Acceptance Criteria**: <ul><li>The System Design Test Scripts outline test steps for all key processes relevant to the use of Tyler software and allow the City sufficient detail to see processes completed according to proposed design.</li></ul> |

**Deliverable Number: DED-06**

- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-07**

**Deliverable Name:** System Design Document

**Objective:** To fully document the information flow from current state through future state to decisions; track the associated system settings based on the process decisions; capture screen shots of set up tables; maintain change control.

**Scope:** All modules covered under the Tyler Agreement

**Format:** MS Excel

**Outline:** System Design Document will contain:
- Current State
- Future State
- Settings
- Screen Shots
- Change Control

**City Role:**
- Provide responses to questions and make process decisions
- Validate that the document accurately reflects the Client's answers and decisions
- Communicate changes to process decisions
- Review and accept DED-07

**Tyler Role:**
- Build the System Design Document incrementally through the Current & Future State process, add decisions following the System Design Test, complete the Settings Tab and validate correctness, capture screenshots
- Review System Design Document with Client

**Acceptance Criteria:**
- The System Design Document will accurately reflect the system design at the time of delivery.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

# EXHIBIT A TO RESOLUTION

| Deliverable Number: DED-08 |
|---|
| **Deliverable Name:** Business Process Improvement Report |
| **Objective:** To document the business process improvements and major adjustments resulting from business process redesign.<br><br>This document specifically ties process decisions to how the City will recognize improvements from those decisions. This document is meant to provide the Steering Committee and Project Sponsor with early information to support the results of the project and encourage continued support in achieving the goals. |
| **Scope**: All modules covered under the Tyler Agreement |
| **Format:** MS Word |
| **Outline:** Business Process Improvement Report will contain:<br>• Overview<br>• Detail of Business Process Improvements & Adjustments<br>• Considerations<br>  • Policies & Procedures<br>  • Strategic Operating Plan<br>  • Audits<br>  • Interfaces<br>  • Conversions<br>  • Reporting<br>  • Security<br>    • Menu Security<br>    • Functional Role Permissions<br>    • Data Access Role Permissions<br>  • Workflow Considerations<br>  • Internal Controls and Reconciliations<br>  • Decentralized Processing<br>  • Notes |
| **City Role:**<br>• Validate that the document accurately reflects the Client's decisions<br>• Review and accept DED-08 |
| **Tyler Role:**<br>• Write the Business Process Improvement Report using the results from the System Design Test, the System Design Document, and the Change Impact Report, and other analysis sessions as the basis for the information.<br>• Review the Business Process Improvement Report with Client |
| **Acceptance Criteria**:<br>• The Business Process Improvement Report accurately captures the design and the areas of significant improvement at the time of delivery. |

**Deliverable Number: DED-08**

- The respective Tyler and City project team members have resolved all material content and/or quality issues.

- The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-09**

**Deliverable Name:** Implementation Plan

**Objective:** Detailed plan for implementation of Tyler products based on decisions made during Assess & Define Stage.

**Scope:** All modules and associated services covered under the Tyler Agreement

**Format:** MS Word

**Outline:** Implementation Plan will contain:
- Conversion Plan
- Integration Plan
- System Security Plan
- Testing Plan
- Interface Plan
- Forms Plan
- System Build Plan

**City Role:**
- Attend sessions to review plans
- Review and accept DED-09

**Tyler Role:**
- Write the plans to accurately reflect the approach to implement all modules and services, meeting requirements as determined by the accepted Design Document.
- Lead the review sessions with Client

**Acceptance Criteria:**
- The Implementation Plan thoroughly covers the required details to implement the design and the areas of significant improvement at the time of delivery.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

# EXHIBIT A TO RESOLUTION

| |
|---|
| **Deliverable Number: DED-10** |
| **Deliverable Name:** Process Manuals |
| **Objective:** Provide customized documents outlining process steps according to specific City design decisions. |
| **Scope**: All major processes in Tyler modules covered under the Agreement. |
| **Format:** MS Word |
| **Outline:** Process Manuals will follow the following structure:<br>• Objective<br>• Overview<br>• Prerequisites<br>• Procedure<br>• Results<br>• Other Modules Impacted<br>• What's Next? |
| **City Role:**<br>• Test documents by completing processes in system<br>• Notify Tyler of any corrections needed<br>• Review and accept DED-10 |
| **Tyler Role:**<br>• Write Process Documents to accurately reflect the specific requirements for the City according to the accepted Design Document.<br>• Make needed corrections to manuals |
| **Acceptance Criteria**:<br>• The Process Manuals accurately reflect the Client's processes according to the accepted Design Document.<br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| |
|---|
| **Deliverable Number: DED-11** |
| **Deliverable Name:** End User Guides |
| **Objective:** Provide customized documents outlining simplified process steps for End User functions. |
| **Scope**: All major End User processes in Tyler modules covered under the Agreement. |
| **Format:** MS Word |
| **Outline:** End User Guides will follow the following structure:<br>• Process Name<br>• Process Steps<br>• Process Screen Shots (where beneficial) |
| **City Role:**<br>• Test documents by completing processes in system<br>• Notify Tyler of any corrections needed<br>• Review and accept DED-11 |
| **Tyler Role:**<br>• Write End User Guides to accurately reflect the specific requirements for the City according to the accepted Design Document.<br>• Make needed corrections to guides |
| **Acceptance Criteria**:<br>• The End User Guides accurately reflect the Client's processes according to the accepted Design Document in a simple and easy to follow approach.<br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• The deliverable is free of formatting and spelling errors. |

| **Deliverable Number: DED-12** |
|---|
| **Deliverable Name:** User Acceptance Test Scripts (UAT Scripts) |
| **Objective:** Provide test scripts for testing to ensure the system configuration and data will function as required once in a live environment. |
| **Scope**: All major processes and adopted Functional Requirements in Tyler modules covered under the Agreement. |
| **Format:** MS Excel |
| **Outline:** UAT Scripts will follow the following structure:<br>&bull; Test Case Name<br>&bull; Test Case ID #<br>&bull; Step #<br>&bull; Step Description<br>&bull; Data Entry (if any)<br>&bull; Expected Results<br>&bull; Outcome<br>  &bull; Pass<br>  &bull; Fail<br>  &bull; Incomplete<br>&bull; Comments<br>&bull; Retest Date |
| **City Role:**<br>&bull; Review UAT scripts for thoroughness<br>&bull; Notify Tyler of any corrections needed<br>&bull; Review and accept DED-12 |
| **Tyler Role:**<br>&bull; Write UAT scripts to accurately reflect process and test the configuration and data entry process.<br>&bull; Make needed corrections to guides |
| **Acceptance Criteria**:<br><br>&bull; The UAT Scripts accurately reflect the Client's processes according to the accepted Design Document and provide sufficient detail to drive thorough acceptance testing.<br><br>&bull; The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>&bull; The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| **Deliverable Number: DED-13** |
| --- |
| **Deliverable Name:**  Requirements Traceability Matrix (RTM) |
| **Objective:** Document founded on the Functional Requirements established by the Client's RFP and Tyler's Proposal, tracing how requirements are met or disposed of throughout the design and test phases. |
| **Scope**:  All Functional Requirements as responded to in Tyler's Proposal |
| **Format:**  MS Excel |
| **Outline:** Requirement Traceability Matrix will contain TABS for:<br>    • Functional Requirements by Process Area (columns in TAB listed below:)<br>        • Functional Area<br>        • Req ID<br>        • Description<br>        • Relevant Business Module<br>        • Process Level 1<br>        • Process Level 2<br>        • System Design Test Script ID<br>        • Outcome<br>        • Training Document ID<br>        • UAT Test Script ID<br>        • Final Process Acceptance<br>    • Disposals |
| **City Role:**<br>    • Participate in regular review of RTM and validation of updates<br>    • Participate in formal review of final RTM<br>    • Review and accept DED-13 |
| **Tyler Role:**<br>    • Create and Maintain Requirement Traceability Matrix<br>    • Review RTM with Client<br>    • Lead formal review of final RTM |
| **Acceptance Criteria**:<br>    • The Requirement Traceability Matrix contains all functional requirements, their associated disposition, how tested, documented, through  final acceptance.<br>    • The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>    • The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| |
|---|
| **Deliverable Number: DED-14** |
| **Deliverable Name:** Production Cutover Plan |
| **Objective:** Detailed plan and task list outlining all activities leading up to production cutover. Provide cutover timelines to cease processing in legacy system, timeline for final data conversions, contingency processing plans, and instructions for decentralized departments. |
| **Scope**: All functional and technical areas involved in the project. |
| **Format:** MS Excel |
| **Outline:** Production Cutover Plan will contain:<br>• Summary of Plan<br>• Cutover Checklist<br>  • Item ID<br>  • Activity<br>  • Owner<br>  • Date Verified<br>  • City Approval<br>  • Notes Comments |
| **City Role:**<br>• Participate in development of Cutover Plan<br>• Review and accept DED-14 |
| **Tyler Role:**<br>• Create and Maintain Cutover Plan<br>• Review Cutover Plan with Client |
| **Acceptance Criteria**:<br>• The Cutover Plan outlines all activities necessary to successfully reach the cutover authorization milestone.<br>• The respective Tyler and City project team members have resolved all material content and/or quality issues.<br>• The deliverable is free of formatting and spelling errors. |

# EXHIBIT A TO RESOLUTION

| **Deliverable Number: DED-15/16** |
|---|
| **Deliverable Name:** Phase/Project Reconciliation Report |
| **Objective:** Provide written documentation and accounting of all services delivered, change orders, and reconciled project budget balance. |
| **Scope**: All services in the Agreement, including those added by Change Order |
| **Format:** Microsoft Word or Microsoft Excel |
| **Outline:** The Phase/Project Reconciliation Report will contain the following key sections:<br><br>&bull; Services used by type (Implementation, Project Management, Conversions, etc.)<br>&bull; Services unused by categories scheduled or unscheduled<br>&bull; Milestones/Deliverables Checklist<br>&bull; Change Orders and Contract Amendments<br>&bull; Budget Balances |
| **City Role:**<br>&bull; Review and accept DED-15/16 |
| **Tyler Role:**<br>&bull; Development of Phase/Project Reconciliation Report<br>&bull; Review Report with City Project Manager<br>&bull; Deliver Report and make corrections, if needed |
| **Acceptance Criteria**:<br><br>&bull; The Phase/Project Reconciliation Report accurately reflects the budget and project services consumption.<br><br>&bull; The respective Tyler and City project team members have resolved all material content and/or quality issues.<br><br>&bull; The deliverable is free of formatting and spelling errors. |

# Appendix 2: List of Process Manuals and Major Processes

Document sections marked with an asterisk (*) are those that will be created for End Users, pending the City's Future State decisions.

## MUNIS GENERAL LEDGER

- Adding an Account
- Adding a Rollup Code
- Adding an Org Code
- Adding a Segment Code
- Deleting and Account
- Exporting to Excel
- Finding an Account
- Updating a Journal Entry
- Proofing a Journal Entry
- Verifying Posted Journals
- Generating a Recurring Journal
- General Journal Approval
- Maintaining Journal Details
- Adding a Journal Entry
- Creating a Journal Proof Report
- Creating Journal Import Templates
- Modifying a Template
- Completing an Import
- Scheduling an Import
- Viewing Account Details
- Creating a YTD budget report
- Create a trial balance report
- Import ASCII files
- Using the Financial Command Center

## MUNIS BUDGET

- Generating a new budget projection
- Central Budget Entry
- Budget Entry Procedures
- Detail Entry Procedures
- Quick Entry Procedures
- Send Notification of Budget Changes
- Roll/Factor/Merge Projection
- Next Year Budget Entry
- Next Year Budget Report
- Add a budget transfer or amendment
- Budget Workflow Approval
- Creating Budget Scenarios
- Creating packages
- Budget Command Center

## MUNIS ACCOUNTS PAYABLE

- Adding a new vendor
- Invoice Entry
- Adding a Check Request

# EXHIBIT A TO RESOLUTION

- Copying a Check Request
- Deleting a Check Request
- Processing Workflow
- Reactivating Rejected Requests
- Updating a Check Request
- Viewing a Check Request
- Viewing Workflow for a Request
- Enter an invoice against a purchase order
- Enter an invoice against purchase order lines
- Create a recurring invoice
- Printing AP Invoice Bar Code Labels
- AP Workflow Approval
- Post accounts payable invoices
- Cash Disbursements
- Printing Checks
- Creating an EFT electronic file
- Completing the Cash Disbursements Journal program
- Creating the positive pay file
- Modifying invoices
- Voiding AP checks
- Creating a list of vendor invoices
- Creating a Vendor Fiscal Year Summary report
- Using the Invoice History by GL Account program
- Creating the Invoice Aging Report
- Creating the Invoice Open Report
- Processing general and 1099 Accounts Payable retainage amounts
- Permanently retain AP retainage amounts
- Release AP retainage amounts to a vendor or to the IRS
- Process contract retainage amounts
- Purchase Card Setup
- Importing purchase card transactions
- Purchase card statement processing
- Invoice Central
- Vendor Central

## MUNIS CAPITAL ASSETS

- Creating the Accounts Payable Asset List
- Importing and creating capital asset records from accounts payable invoices or purchase orders
- Enter a capital asset
- Post a capital asset to the General Ledger
- Depreciating assets
- Changing the capitalization status
- Retiring capital assets
- Completing the capital asset disposal process
- Modifying a capital asset
- Importing a file to update fixed assets
- Transferring a capital asset
- Processing capital assets for year end
- Asset Inquiry
- Asset Lists
- Asset Worksheet

- Asset History by GL Account
- Asset Workflow Approvals
- Capital Assets Central

## MUNIS CASH MANAGEMENT

- Creating a new recurring cash flow template
- Updating Cash Flow Records from AP
- Completing the AP Cash Requirements Report
- Selecting Items to Be Paid
- Paying Invoices through EFT or Check
- Manually processing check reconciliation
- Voiding Checks
- Creating an AP Cash Disbursements Report
- Interest Allocation Report
- Adjustments/Deposits Reconciliation
- Bank Reconciliation Manager
- Match
- Reconcile
- Inquiry

## MUNIS CONTRACTS

- Entering basic contracts
- Updating a contract converted from a bid
- Creating Contracts Using the Encumbered Accounts Enforcement Method
- Creating a Contract Using the Not to Exceed Enforcement Method
- Creating a Contract Using the Non-encumbered Accounts Enforcement Method
- Creating a Contract Using the Amounts by Segments Enforcement Method
- Contract Approvals
- Contract Change Orders
- Contract Progress Payments
- Contracts Central

## MUNIS EMPLOYEE EXPENSE REIMBURSEMENT

- Entering an Expense Claim*
- Allocating an Expense Claim
- Approving an Expense Claim
- Converting Expense Claims
- Convert expense claims to Munis Accounts Payable or Munis Payroll
- Employee Expense Workflow Approvals

## MUNIS PROJECT & GRANT ACCOUNTING

- Creating a grant
- Grant reimbursement
- Using Grant Manager
  - Finding a Grant Record
  - Managing Grant Records
  - Creating a Grant Record
  - Updating Existing Grant Records
  - Exporting Grant Records
- Creating a Project Master Record
- Importing Projects

- Closing a Project
- Creating Funding Source Strings
- Creating an Expense String
- Project Budget Package Generation
- Project Budget Package Entry
- Project Budget Package Export
- Project Budget Package Posting
- Project Overhead Allocation Processing
- Project Revenue Allocation Processing
- Project Ledger Inquiry and Reporting
- Project Builder
- Workflow Approvals

## MUNIS PURCHASING

- Adding Vendors
- Requisition Entry
- Entering Vendor Quotes
- Requisition Approval
- Requisition Conversion
- PO Approval
- Purchase Order Posting and Printing/Distribution
- Purchase Order Inquiry and Reports
- Purchase Order Change Orders
- Change Order Approval
- Posting Change Orders
- Purchase Order Receiving
- Purchase Order Quick Receipt
- Returning Items after Entering a Receiving Record
- Item Order Forms
- Purchase Order Central

## MUNIS ACCOUNTS RECEIVABLE

- Applying a Payment to a General Bill
- Miscellaneous Cash Receipt Entry
- Finding and Reversing a Payment
- Posting Payment Batches
- Applying an NSF Fee
- Printing NSF Notices
- Refund Processing
- Posting Lockbox Payment
- Accounts Receivable Payment Inquiry and Reports
- Customer Central

## MUNIS GENERAL BILLING

- Entering and Maintaining Customers
- Invoice Entry and Proof
- Invoice Approvals
- Posting Invoices
- Importing Invoices
- Entering Recurring Invoices
- Applying Credits
- Applying Deposits

- Printing Invoices
- Assessing Late Fees
- Printing Statements
- Adjusting Invoices
- Inquiry and Reports
- Payment Plan Processing
- Setting Up and Processing Loans
- Employee Insurance Bills
- Interdepartmental Billing
- Customer Central

## CAFR Statement Builder

- Administration
- Developing CAFR Statements for a Year
- Setting up CAFR Statement Builder
- Maintaining Agencies and Entities
- Preparing Data in Munis
- Importing Accounts for an Entity
- Setting up CAFR Statement Builder Data
- Maintaining Funds
- Understanding Fund Groups
- Maintaining Accounts
- Identifying Equity Accounts to Report
- Setting Up Account Groups
- Setting Up to Report at the Function-Object Level
- Classifying Fund Balance and Net Position
- Restating Fund Equity and Net Position
- Entering Adjustments
- Reports and Templates
- Purging Data for a Year
- Import File Specification
- 

## Tyler ExecuTime

- Creating and Saving Filters
- Using Filters
- Employee Clock In/Clock Out*
- Timecard Inquiry*
- Timesheet Entry*
- Time-Off Requests*
- Hours Request*
- Time Approval
- Manage Time Off
- Manage Hours Request
- Employee Time Maintenance
- Time Balancing
- Reporting

## Munis Salary and Benefits Projections

- Projection Start and Status

- Duplicating Existing Projections
- Changing Projections
- Projection Processing
- Modifying Benefit/Deduction Rates
- Projection Pay Type
- Projection Job Class
- Projection Salary Tables
- Projection Position Control
- Projection Allocation Maintenance
- Projection Employee Master
- Projection Employee Job/Salary
- Projections Employee Deduction/Benefits
- Projection Contract Changes
- Projection Step Increases
- Projection Longevity and Experience Report
- Projection Salary Calculate
- Projection Benefit Calculate
- Post Projection Data to Budget
- Update Live Position Control
- Post Data to Payroll
- Projection/Actions Post to Live Data
- Next Year Planning

## MUNIS HUMAN RESOURCES AND TALENT MANAGEMENT

- Employee Certifications
- Employee Skills and Experience
- Employee Evaluations
- Training Courses
- Training Course Import
- Employee Training
- Employee Training Import
- Employee Training Points
- Training Forecast Report
- Training Hours Completed Report
- Assigning Job Class or Position Requirements
- Professional Development Career Tracks
- Employee Professional Development Status
- Employee Professional Development Succession Plan
- Professional Development Reports
- Employee Accident and Injury Processing
- Case Management
- Grievance/Disciplinary Action Processing
- Employee Tasks
- Employee Notifications
- Evaluations Setup
- 360° Evaluations
- ESS Performance Evaluations

- Employee Evaluation Records
- HR Command Center

## MUNIS PERSONNEL ACTIONS

- Personnel Actions Setup
- Personnel Actions Rapid Entry
- Personnel Actions Entry – New Hire
- Pending Employee Master
- Employee Pay
- Employee Deductions/Benefits
- Employee Accruals
- Employee I-9 Tracking
- Employee Certifications
- Workflow Release
- Action Posting
- Personnel Action Entry – Employee Evaluations*
- Personnel Action Entry – Job/Position Change*
- Personnel Action Entry – Rehire/Reinstatement*
- Personnel Action Entry – Termination/Separation*
- Actions History Inquiry*
- Checklists
- On/Off Boarding Codes

## MUNIS BENEFIT ADMINISTRATION

- Deduction and Benefit Master
- Employee Deductions and Benefits
- Personnel Actions and Benefits Administration
- Benefits Enrollment
- Benefits Enrollment Setup Requirements
- Employee Self Service (ESS) Benefits Enrollment
- Deduction and Benefit Calc Codes

## MUNIS PAYROLL

- Payroll Start and Status
- Generating Payroll
- Moving Time Entry Data into the Payroll
- Payroll Earnings and Deductions
- Earnings and Deductions Proof
- Proof Reports
- Employee Update
- Printing Payroll Advices
- Printing Payroll Checks
- Check Register and Positive Pay File
- Deduction Report
- GL Distribution Journal
- Detail State and Local Taxes Report
- Changing Payrolls
- Defining a Payroll Run for Time Entry Users

# EXHIBIT A TO RESOLUTION

- Voiding a Payroll
- Miscellaneous Payrolls
- Payroll Time Entry
- Starting a Batch
- Daily Grid
- Multiple Employee Entry
- Time Entry Preferences
- Importing Time Entry
- Time Entry Import
- Payroll Vendor Processing
- Proof Reports
- Updating Vendors
- Direct Deposit Register/Direct Deposit File
- Posting to the General Ledger
- Payroll Processing Setup
- Payroll Processing Errors

## MUNIS UTILITY BILLING

- Creating a New Account
- Adding Services to Accounts
- Copying an Account
- Adding a Miscellaneous Fee
- Adding a Deposit
- Paying a Deposit*
- Entering Fees*
- Adding a Copy-to Address
- Setting up an EFT Account
- Creating Vacant Accounts
- Deleting Pending Accounts
- Revert to Owner
- Creating a Work Order
- Scheduling/Assigning a Work Order
- Completing a Work Order
- Meter Inventory
- Meter Actions
- Export Meter Reading File
- Import Meter Reading File
- Bill Processing
- Delinquent Notices
- Adding a Special Condition
- Payments on Accounts in Cutoff Status*
- Importing Payments*
- Sending Accounts to Collections
- Utilities Account Found
- Finding Customer IDs
- Template Editor
- Customer Central

# Appendix 3: Hardware Requirements  for 2019.1

Microsoft Windows PC Requirements

|  | Minimum* | Recommended |
|---|---|---|
| Operating System | 64-bit Windows 7 | 64-bit Windows 10 |
| Processor | Intel Core i3 1.8 Ghz | Intel Core i3 2.5+ Ghz (or better) |
| Memory | 4 GB RAM | 8+ GB |
| Disk Space | 50 MB | 200 MB |
| Screen Resolution | 1280 x 800 | 1920 x 1080 |

NOTE: Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PCs that meet (or exceed) the "recommended" hardware configuration.

Supported Microsoft Windows Operating Systems

- o   Windows 10 (Recommended)
- o   Windows 8.1
- o   Windows 7

Required PC Software / Components

- o   Microsoft .NET Framework v3.5 SP1 (not needed with web client)
- o   Microsoft .NET Framework v4.6 (used with Tyler Cashiering 2017.4 and Tyler Hub)
- o   Java Runtime Edition 8 (only used with some Tyler Content Manager scenarios - not needed with web client)

Supported Web Browsers

- o   Chrome (latest available version, auto updates enabled – HTML5 only) recommended
- o   Microsoft Internet Explorer 11 (*users may experience a degradation in Munis performance due to Internet Explorer limitations)
- o   Microsoft Edge (latest available version, auto updates enabled - HTML5 only)
- o   Firefox (latest available version, auto updates enabled - HTML5 only)

*NOTE: Google Chrome is strongly recommended due Tyler Development's testing in our Performance Lab. We found that Google Chrome was almost twice as fast as Microsoft Internet Explorer 11 in rendering certain pages and in overall processing speed. Additionally, Google Chrome is better optimized to work with the various core HTML5 technologies and has been benchmarked by third parties as more compliant to HTML5 standards. If you are interested in reviewing the third party HTML5 compatibility benchmarks, please visit https://html5test.com.

Required PC Browser Settings – Internet Explorer 11

# EXHIBIT A TO RESOLUTION

1) Application server URL's must be in the Internet Explorer 'local intranet' zone or 'trusted sites' zone. If using 'trusted sites' zone, please make sure to ensure Automatic login is set. This is a requirement for using either Internet Explorer or Chrome (since Chrome looks to these settings for automatic authentication).
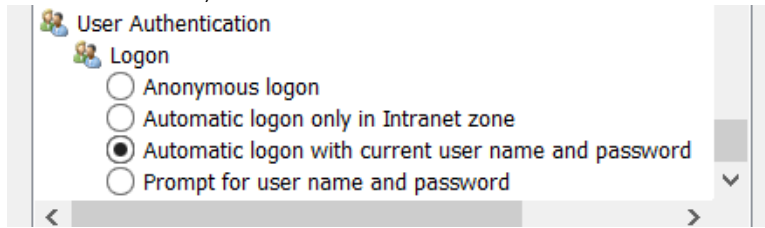


2) The Munis Version 2019.1 V12 application requires that Internet Explorer is **not** set for compatibility view. Under the 'cog' in the upper right-hand corner, choose 'compatibility view settings'
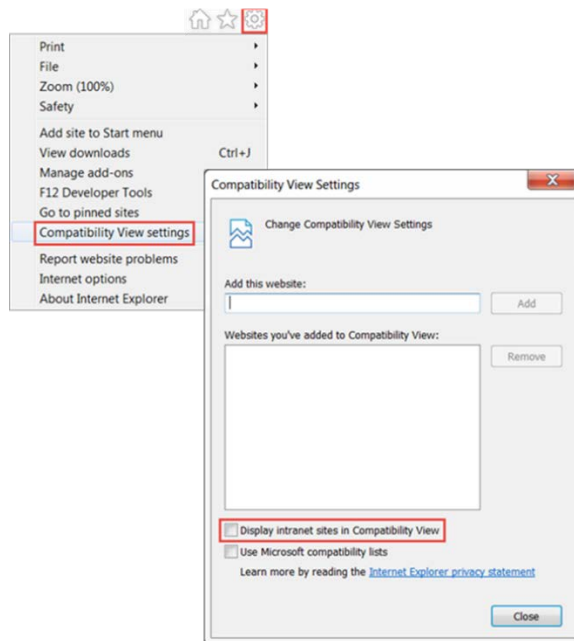


**NOTE:** if you have applications that do require Internet Explorer to be run in compatibility view, please add them separately.

## Supported Microsoft® Office Versions

- o   Microsoft Office 2016
- o   Microsoft Office 2013
- o   Microsoft Office 2010
- o   Microsoft Office 365

# EXHIBIT A TO RESOLUTION

**NOTE:** Microsoft Office365 is a subscription based version of the Office suite with several subscription plans offering various options. A subscription including the Office desktop version is required to take advantage of the following advanced Office integration with Munis:

- o The Munis Next Year Budget Entry (NYBE) for Excel® is a Microsoft Excel add-on allowing department managers and those responsible for maintaining budgets to enter budget levels and projected actuals for the preparation of next year's budget. Using a web service to the Munis application, this add-on allows users to download, modify and upload budgetary information directly from Microsoft Excel without ever opening a Munis application screen.
- o Microsoft Excel desktop client is required to create connections with Munis Data Cubes and is recommended to view these reports. SharePoint Excel Services, which requires Microsoft SharePoint Enterprise, can be used as an alternative to view these reports.
- o Microsoft Word desktop client is required to create templates for Munis Mail-Merge functionality.

Microsoft Excel and Word® desktop clients are also recommended for Export to Excel and Export to Word functionality, however users can save these exports and open in any program compatible with these formats (e.g. Excel Online, Google Sheets).

Munis can use most email services to send email notifications. Microsoft Exchange is required for the following advanced functionality:

- o Automated scheduling in areas such as Scheduler Central for Permitting, Work Orders and Utility Service Orders as well as Work Order Facilities room reservations
- o Appointment creation on records directly from the Munis client

Email services included with Office365, also known as Exchange Online, is also supported. Exchange Online must be integrated with the same on premise Active Directory environment used with Munis.

SharePoint Online is not supported with the Munis solution at this time.

More information on Office365 subscription plans can be found here: [http://products.office.com/en-us/business/compare-office-365-for-business-plans](http://products.office.com/en-us/business/compare-office-365-for-business-plans)

## APPLE MAC PC REQUIREMENTS

Apple Mac machines are supported with the Tyler Dashboard application using HTML5. There are some limits to Munis functionality, so please refer to the client options document on our knowledgebase that details what features will not work with this configuration:

[http://muniskb.tylertech.com/DocumentViewer.aspx?doc=+nMudAZBjFmYb7CCsyrpXg==&](http://muniskb.tylertech.com/DocumentViewer.aspx?doc=+nMudAZBjFmYb7CCsyrpXg==&)

# EXHIBIT A TO RESOLUTION

## Apple Mac PC Hardware Requirements

| | Minimum* | Recommended |
|---|---|---|
| Operating System | OS X 10.8 | OS High Sierra 10.13 |
| Processor | Intel Core i3 1.8 Ghz | Intel Core i5 2.5+ Ghz *(or better)* |
| Memory | 2 GB RAM | 8+ GB |
| Disk Space | 50 MB | 100 MB |
| Screen Resolution | 1280 x 800 | 1920 x 1080 |

NOTE: Meeting the minimum requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PCs that meet (or exceed) the 'recommended' hardware configuration.

### Supported Apple Operating Systems

- o High Sierra 10.13 (Recommended)
- o X 10.8

### Supported Mac PC Web Browsers

- o Safari 11.0 (with auto-updates enabled)

### Microsoft Office for Mac

- o Microsoft Office 2016
- o Microsoft Office 2011
- o Microsoft Office 365
- o Exchange 2016
- o Exchange 2013

### Apple Mac OS High Sierra Limitations

Munis is fully supported on Mac OS High Sierra with the following exceptions. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or "Windows on Mac" virtualization (e.g. Parallels Desktop for Mac, VMware Fusion).

- o Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Munis Cubes.
- o Munis Next Year Budget Entry (NYBE) for Excel is a Microsoft Excel add-on is one of several ways users can input and maintain information related to next year budget entry. This add-on is only available for Microsoft Office (2010 and higher) on Windows platforms.
- o Tyler Reporting Services / SQL Server Reporting Services reports cannot be created or modified.
- o Advanced Tyler Content Manager functionality such as batch document scanning is not supported.

## Munis Mobile System Requirements

# EXHIBIT A TO RESOLUTION

The following modules have been developed either specifically for mobile devices or have a mobile component. Please be aware that there are a variety of devices on the market and not all of them are tested on a regular basis. If you are interested in learning more about our mobile product offerings, please visit our Tyler KnowledgeBase or contact your account representative for a demonstration.

| APPLICATION | ANY MOBILE DEVICE | WINDOWS | iOS | ANDROID |
|---|---|---|---|---|
| Click2Report for Tyler Incident Management | | | App | App |
| EnerGov Inspections | | App | App | App |
| EnerGov Enforcement Management | | | App | |
| ExecuTime Timekeeping | Mobile Web | Mobile Web | Mobile Web | Mobile Web |
| Munis Application Suite | Web App | Web App | Web App | Web App |
| Munis Field Inspector | | App | App | |
| Munis Self-Service | Mobile Web | Mobile Web | Mobile Web | Mobile Web |
| Munis Employee Self-Service | | | App | App |
| Munis Workflow | Email | App | App | App |
| Munis Work Orders | | App | App | App |

**App:** Native mobile app available for download from respective app store.

**Mobile Web:** Mobile optimized web site. Not all devices validated.

**Web App:** HTML applications only. Not all devices validated. Not all web applications optimized for mobile devices / smaller screens. Some applications may require remote access configuration by client.

**Email:** Munis Workflow can send emails with actionable links to process workflow from any device.

**Authentication:** Munis Mobile apps authenticate with Tyler Identity.  You must expose Tyler Identity Authtoken url to the mobile apps.

## Munis Self Service System Requirements

The following Operating Systems are supported for the Munis Self Service Web Server.  If there are any questions regarding your current OS version, please call Tyler System Management Support at 800-772-2260 x 3851, as they will be able to offer contracted customers a pro-active check of your system.

Tyler Technologies recommends Microsoft Windows Server 2016.

### Supported Operating Systems

- o   64 bit – Microsoft Windows Server 2016 Standard & Datacenter
- o   64 bit – Microsoft Windows Server 2012 R2 Standard & Datacenter

# EXHIBIT A TO RESOLUTION

NOTE: **Munis Self Service has no specific database version requirements.**

**Munis Self Service requires Microsoft Internet Information Server (IIS) for the web server.**

**Supported Web Browsers**

- o Chrome (most common versions supported by Google)
- o Microsoft Internet Explorer (most common versions supported by Microsoft)
- o Microsoft Edge (most common versions supported by Microsoft)
- o Safari (most common versions supported by Apple)
- o FireFox (most common supported versions)

Munis Self Service is split into two different websites that each have their own configuration. Vendor Self Service/Citizen Self Service (VSS/CSS) now uses Tyler Identity for authentication, which also provides the ability to log in to the service with a social media account. Employee Self Service (ESS) continues to use the same authentication functionality it offered previously.

- o ESS has been separated from VSS/CSS, which means a new url will be created. Sites will need to decide which product will use the existing url in order to minimize disruption to existing users.
- o Tyler ID is used to authenticate only for sites that require login. If VSS/CSS does not require login, Tyler ID will not apply.
- o Be sure to address any data condition exposed within the Data Integrity Assistant. Email addresses must exist or be added where they are missing, or those accounts can be inactivated, and users can register for new accounts after the upgrade.
- o A VSS/CSS Administrator account must be created within Tyler ID (see below).
- o User Accounts should be migrated to Tyler ID via "Migrate Accounts to Tyler Identity" (see below)
- o The "Send Emails" button will allow users to be alerted of login changes (see below)

## Tyler Cashiering System Requirements

The following Operating Systems and Databases are supported for the Tyler Cashiering product. If there are any questions regarding your current OS version, please call Tyler System Management Support at 800-772-2260 x 3851, as they will be able to offer contracted customers a pro-active check of your system.

### PC Requirements

**NOTE:** Tyler Cashiering is a PC application with a centralized SQL database. A Tyler Cashiering's PC requirements must meet (or exceed) the 'Recommended' hardware PC specifications (see page 5).

### Supported Operating Systems

- o  64 bit – Microsoft Windows Server 2016 Standard & Datacenter
- o  64 bit – Microsoft Windows Server 2012 R2 Standard & Datacenter

### Supported Databases

- o  64 bit – Microsoft SQL Server 2017 Standard & Enterprise
- o  64 bit – Microsoft SQL Server 2016 Standard & Enterprise
- o  64 bit – Microsoft SQL Server 2014 Standard & Enterprise

- o 64 bit – Microsoft SQL Server 2012 Standard & Enterprise

## Tyler Content Manager System Requirements

### PC Requirements

**NOTE:** A dedicated scanning machine must meet the 'recommended' PC server specifications (or better). For additional information, please see the Munis PC requirements (page 5).

## Tyler Cubes System Requirements

### Supported Clients

- o Microsoft Office 2016, 2013, or 2010 (Excel) using Windows 7/8.1/10 as the operating system

**NOTE:** Tyler Cubes requires SQL Analysis Services and SQL Integration Services for cube creation.  Access SQL OLAP cubes designed by Tyler using Excel.

**EXHIBIT A TO RESOLUTION**

**Exhibit F**
**Functional Requirements**
*Functional Requirements, if applicable, to be inserted prior to Agreement execution.*