



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and the City of Broken Arrow, an Oklahoma Municipal Corporation.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions 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 License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Broken Arrow.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions 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 provided that any such updates, modifications and enhancements do not diminish or impair the functionality of the Tyler Software.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation 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-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the 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.
- **“Internal Business Purposes”** means those non-commercial, administrative, operational and other related functions that you and your authorized users perform in the ordinary course of your business, as further described in the RFP.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our 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 end user license agreement(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.
- **“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”** and similar terms mean Client.

## **SECTION B – SOFTWARE LICENSE**

### **1. License Grant and Restrictions.**

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you fail to comply with any of the material terms of this Agreement, and have not cured such material failure within any applicable cure period as mutually agreed to by the parties.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You reserve the right to modify Documentation for your Internal Business Purposes, including but not limited to, the development of user and training guides specific to you.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer upon written agreement from both parties, unless such costs are covered by an applicable services contract then in force with Tyler.
- 1.6 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.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, and for no additional fees beyond annual Maintenance and Support fees, to cure the Defect as set forth in the Maintenance and Support Agreement. Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.
5. Solution Longevity. Provided you adhere to the terms and conditions in this Agreement, we certify that the Tyler Software will remain available and supported for a minimum of ten (10) years from the Effective Date.
6. Successor Software Products. As long as you maintain a continuous annual support and maintenance agreement with us for the Tyler Software and (i) in the event Tyler Software is no longer supported, and (ii) we make available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software within ten (10) years from the Effective Date, then you, at your sole discretion, may transfer the Tyler Software to the Successor Products, for no additional license fees. In the event you elect to transfer the Tyler Software to the Successor Products, you shall return to us the Tyler Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products, all at our then current rate(s).

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees & Not to Exceed. You agree to pay us the professional services fees, on a not-to-exceed basis, in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We, through the exercise of our professional judgment and expertise, warrant that the services included in the Investment Summary are reasonably sufficient to accomplish all of the work indicated in and through this Agreement, provided each party timely meets its obligations. In the event that the services are not reasonably sufficient to deliver the work agreed to, through no fault of yours, we agree to timely complete our obligations under the Agreement at no additional cost to you. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work beyond the scope of contracted services is required, or if you use or request additional services not in-scope, 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 thirty (30) days from the date of the quote. Added services quoted within twenty-four (24) months of the Effective Date will be subject to Sections I(1) and I(2) of this Agreement, as applicable.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel scheduled on-site services less than two (2) weeks in advance (other than for Force Majeure or breach by us), 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. You will not be responsible for fees or expenses related to cancellation initiated by us.
5. Services Warranty. We will perform the services in a professional, timely, thorough, and workmanlike manner, consistent with industry standards. The personnel we assign to the project shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of this Agreement. We will reasonably cooperate with your staff and/or other contractors under contract with you, as may be necessary, to assure the timely and successful completion of the project in accordance with the Statement of Work. We will provide expert guidance regarding the use and configuration of the Tyler Software in order to meet the requirements of this Agreement. We will provide and discuss with your staff impacts of configuration decisions, which occur primarily during the Assess and Define Stage, and will work cooperatively with your Project Manager to identify and resolve conflicts and issues prior to escalation of issues. Any follow-up work or clarification that is needed by either party following on-site sessions shall be delivered in a timely manner. Agendas provided for on-site work sessions may be adjusted upon mutual agreement of the parties in order to maximize the allocated session times. 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. Site Access and Requirements. 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably

necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. 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. Neither party will be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by either party's personnel to provide such cooperation and assistance (either through action or omission).
8. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for onsite services on the project. You agree that those resumes are for your information and planning purposes only.

You may conduct, at your expense, reference checks on the proposed key personnel. In exercising those options, you understand and agree that any meeting, interview or reference check must be requested and conducted within a timeframe, to be mutually agreed to, that does not impact project initiation.

Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience and project knowledge as the person being replaced. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

## **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

You may opt to discontinue ongoing maintenance and support services for certain modules of the Tyler Software, in which case, the Maintenance and Support Agreement will not apply to such modules for which you have not renewed the services. You shall provide thirty (30) calendar days advance written notice to us of your request to discontinue maintenance and support services on certain Tyler Software modules.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. 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. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite and configure the Third Party Software. The installation and configuration cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee. We agree to obtain your written permission prior to providing such update, release, or enhancement and charging you such fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer, unless such services are covered by another service agreement in-force with Tyler at that time.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses 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.
- 3.4 We acknowledge that you are purchasing Third Party Products (Hardware, Software and Services) listed in the Investment Summary based on information provided by us, to provide required functionality not provided by the Tyler Software. As such, we will work with you and the Developer to properly install, configure and test the products.
4. Third Party Services. 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. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. 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 forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice within ten (10) business days with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. If the dispute requires a collaborative resolution, Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in Client's notice, within a timeframe mutually agreed to by the parties. Client may withhold payment of the amounts in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. We will not suspend delivery of services, including maintenance and support services, as a result of invoice(s) that are under dispute in accord with the terms herein. When Tyler has completed those action items, the payment window set forth in the Invoicing and Payment Policy will apply. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, Tyler will so notify Client. Client will then have three (3) business days to respond to Tyler's notice by either completing the items it has agreed to do, or by committing to Tyler when those items will be completed, so long as that timeframe is commercially reasonable. The provisions set forth above regarding the process of completing the action items will then reinstate. If, however, Client still fails to complete its action items, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within thirty (30) days of notice of Tyler's intent to do so.

## SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(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 thirty (30) days of receipt of written notice of such breach from Client. In the event of termination for cause, 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 and we will refund to Client any prepaid but unused maintenance and support fees, beginning on the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the then-current pre-paid maintenance and support term. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. We will refund to Client any prepaid but unused maintenance and support fees, beginning on the effective date of termination. Except as otherwise expressly set forth in this Agreement, you will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Either party may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. We will refund to Client any prepaid but unused maintenance and support fees, beginning on the effective date of termination. Except as otherwise expressly set forth in this Agreement, you will not be entitled to a refund or offset of previously paid license and other fees.
4. Termination for Convenience. You may terminate this Agreement for your convenience upon thirty (30) days written notice to us. Prior to any such termination being effective, you will provide an opportunity for a meeting with us to discuss alternatives to termination, if any. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you 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 H(1) will not apply to the extent the claim or adverse final judgment is based on your (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 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; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your 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 (a) personal injury or property damage to the extent caused by Tyler's or its officers', directors', agents', employees', or subcontractors' negligence or willful misconduct; or (b) Tyler's violation of a law applicable to Tyler's performance under this Agreement. 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 . Tyler understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Tyler harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs.
- 2.3 No lien of any kind shall exist against any property of Client.

3. **DISCLAIMER.** 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. **LIMITATION OF LIABILITY.** 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 TWO TIMES THE THEN-CURRENT TOTAL FEES PAYABLE IN THE YEAR DURING WHICH THE CLAIM AROSE. 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 H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** 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; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** 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, and thereafter at our then-current list price, 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. **Optional Items.** 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. **Dispute Resolution.** 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. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the

dispute. If the dispute remains unresolved after mediation, then 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. Each party reserves the right to pursue all legal and equitable remedies to which it may be entitled as provided in this Agreement.

4. Compliance with Laws. Tyler, in its performance of services under this Agreement, shall be responsible for complying with all applicable federal, state and local laws. Tyler is responsible for any costs of such compliance. Tyler shall take the necessary actions to ensure its operations in performance of this Agreement and its employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act.
5. Taxes. 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.
6. Right to Audit. The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items directly related to the services provided hereunder are subject to inspection, examination, and copying by Client or its designees, once per year on one week's advance written notice, and at Client's expense. Tyler shall retain all records related to this Agreement for the duration of the Agreement term and for a period of three years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
7. Nondiscrimination. 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.
8. E-Verify. 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.
9. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
10. Binding Effect; No Assignment. 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, but in such event Tyler shall give Client written notice of the assignment when permitted to do so.

11. Force Majeure. Except for your payment obligations, 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 including a reasonable amount of time required to address issues stemming from the Force Majeure event and reasonable time required for the restoration of normal business activities. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Notwithstanding anything herein to the contrary, in no event shall the following constitute a Force Majeure event: (a) failure, inadequate performance, or unavailability of Tyler's subcontractors, if any; or (b) configuration changes, viruses, or other errors or omissions introduced, or permitted to be introduced, by Tyler.
12. 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.
13. 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.
14. 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.
15. 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.
16. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
17. 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.
18. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials. Any identification of individual Client staff by name, such as through the use of testimonials, must first be approved by the City Manager or designee in writing.

19. Confidentiality. (i) 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 the rights to private individuals and entities, including the parties. Tyler understands and acknowledges that Client is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) (the "Open Records Act") and therefore cannot assure the confidentiality of contract terms or other information provided by Tyler to this Agreement that would be inconsistent with Client's compliance with the Open Records Act. However, Client understands that Tyler considers certain information, including but not limited to its line-item pricing (but not summary totals) in the Investment Summary and Proposal, its responses to the functional checklist in the Proposal, and its confidential commercial and financial information, confidential. Tyler represents to Client (a) the foregoing information constitutes "trade secrets" under Oklahoma law, (b) has significant independent value from not being generally known and (c) has been historically treated as trade secrets by Tyler. Based on such representations and subject to applicable law, Client agrees that the foregoing and all information furnished to Client by Tyler which is marked "Confidential" by Tyler (the "Confidential Information") shall be treated as confidential information and shall not be disclosed without the written consent of Tyler unless required by applicable law or as compelled by law, subpoena, or other judicial order to do so. (ii) If Client receives a request pursuant to the Open Records Act, or is otherwise required by law or court order, to disclose any Confidential Information, Client shall promptly give Tyler written notice of such request for disclosure. Tyler shall have five (5) business days following receipt of Client's notice to provide a written objection to Client, specifying its reasons for such objection. If Client agrees with Tyler's objection, Client will not disclose the Confidential Information. If Client disagrees with Tyler's objection and intends to disclose such information, in whole or in part, Client shall promptly notify Tyler in writing of such disagreement and of Client's intention to disclose such information. Client shall not, however, make such disclosure for at least five (5) business days after such second notice so that Tyler may, if it chooses, file for injunctive relief to stop such disclosure. (iii) Tyler shall indemnify, defend and save harmless Client and its officers, employees and agents from all fines, penalties, suits and actions of every nature brought against them claiming that the Open Records Act has been violated by Client's failure to disclose "Confidential Information" on the basis of Tyler's written objection and/or instruction. The foregoing shall not apply to information that has been made publicly available, or available to a party by a third-party, or separately created by a party, so long as the disclosure or creation was not the result of a breach of a confidentiality obligation to the party that originally disclosed the information.
20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its rules on conflicts of law. The parties stipulate that venue is proper in a federal or state court of competent jurisdiction in or serving Tulsa County, Oklahoma and each party waives any objection to such venue. The parties do not agree to binding arbitration of any disputes.
22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the

signatory set forth below is duly authorized to bind that party to this Agreement.

23. Cooperative Procurement. 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.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Client's Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) System ("RFP")
Exhibit G	Tyler's Proposal Dated August 21, 2018 ("Proposal")
Exhibit H	Client's Request for Clarification Dated December 11, 2018 ("RFC")
Exhibit I	Tyler's Response to the RFC ("RFC Response")
Exhibit J	Planned Data Exchanges

25. Order of Precedence. In the event of conflict between the contract documents listed in Section I(22), the following order of precedence shall apply:

1. This Agreement, excluding Exhibits E through J
2. Planned Data Exchanges
3. Statement of Work
4. RFC Response
5. RFC
6. Proposal
7. RFP

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Broken Arrow

By: Robert Kennedy-Jensen

By: \_\_\_\_\_

Name: Robert Kennedy-Jensen

Name: \_\_\_\_\_

Title: Director of Contracts

Title: \_\_\_\_\_

Date: July 11, 2019

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Broken Arrow  
220 S. 1<sup>st</sup> Street  
Broken Arrow, OK 74012-4152  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, 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.

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Quoted By: David Carll  
 Date: 7/10/2019  
 Quote Expiration: 9/30/2019  
 Quote Name: City of Broken Arrow-ERP-MUNIS  
 Quote Number: 2018-53506-2  
 Quote Description: City of Broken Arrow Tyler ERP Quote v11 071019 OP ECF NTE

### Sales Quotation For

City of Broken Arrow  
 220 S 1st St  
 Broken Arrow, OK 74012-4152  
 Phone +1 (918) 259-2400

### Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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#### Financials:

Accounting/GL	\$86,300.00	136	\$23,800.00	\$15,300.00	\$125,400.00	\$15,534.00
Accounts Payable	\$26,600.00	72	\$12,600.00	\$0.00	\$39,200.00	\$4,788.00
Bid Management	\$11,550.00	56	\$9,800.00	\$0.00	\$21,350.00	\$2,079.00
BMI Asset Track Interface	\$4,000.00	40	\$7,000.00	\$0.00	\$11,000.00	\$720.00
BMI CollectIT Interface	\$4,000.00	40	\$7,000.00	\$0.00	\$11,000.00	\$720.00
Budgeting	\$26,600.00	72	\$12,600.00	\$0.00	\$39,200.00	\$4,788.00
Capital Assets	\$25,400.00	112	\$19,600.00	\$3,500.00	\$48,500.00	\$4,572.00
Cash Management	\$17,850.00	72	\$12,600.00	\$0.00	\$30,450.00	\$3,213.00
Contract Management	\$11,550.00	56	\$9,800.00	\$0.00	\$21,350.00	\$2,079.00
Inventory	\$25,400.00	112	\$19,600.00	\$5,600.00	\$50,600.00	\$4,572.00
Project & Grant Accounting	\$19,100.00	88	\$15,400.00	\$5,000.00	\$39,500.00	\$3,438.00
Purchasing	\$43,050.00	256	\$44,800.00	\$3,000.00	\$90,850.00	\$7,749.00

#### Human Capital Management:

Human Resources & Talent Management	\$18,100.00	72	\$12,600.00	\$0.00	\$30,700.00	\$3,258.00
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**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll w/ESS	\$23,500.00	240	\$42,000.00	\$25,300.00	\$90,800.00	\$4,230.00
Recruiting	\$5,500.00	24	\$4,200.00	\$0.00	\$9,700.00	\$990.00
<b>Revenue:</b>						
Accounts Receivable	\$22,000.00	168	\$29,400.00	\$0.00	\$51,400.00	\$3,960.00
General Billing	\$12,500.00	96	\$16,800.00	\$9,800.00	\$39,100.00	\$2,250.00
Tyler Cashiering	\$32,000.00	72	\$12,600.00	\$0.00	\$44,600.00	\$5,760.00
UB Interface	\$16,500.00	72	\$12,600.00	\$0.00	\$29,100.00	\$2,970.00
Utility Billing CIS	\$58,000.00	352	\$61,600.00	\$37,000.00	\$156,600.00	\$10,440.00
<b>Productivity:</b>						
Tyler Forms Processing	\$13,500.00	0	\$0.00	\$0.00	\$13,500.00	\$2,700.00
Tyler Content Manager SE	\$30,000.00	64	\$11,200.00	\$0.00	\$41,200.00	\$5,400.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	16	\$2,800.00	\$0.00	\$7,800.00	\$900.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	16	\$2,800.00	\$0.00	\$7,800.00	\$900.00
Munis Analytics & Reporting	\$27,400.00	128	\$22,400.00	\$0.00	\$49,800.00	\$4,932.00
eProcurement	\$17,000.00	8	\$1,400.00	\$0.00	\$18,400.00	\$3,060.00
Citizen Self Service	\$22,000.00	8	\$1,400.00	\$0.00	\$23,400.00	\$3,960.00
<b>Additional:</b>						
3rd Party Citizen Portal API Connector for Munis	\$7,500.00	48	\$8,400.00	\$0.00	\$15,900.00	\$1,500.00
Asset Maintenance (100)	\$212,500.00	488	\$85,400.00	\$14,250.00	\$312,150.00	\$42,500.00
Asset Performance (100)	\$60,000.00	288	\$50,400.00	\$0.00	\$110,400.00	\$12,000.00
Close PO History Conversion up to 5 years	\$0.00	0	\$0.00	\$4,000.00	\$4,000.00	\$0.00
Requestor Access License	\$4,200.00	0	\$0.00	\$0.00	\$4,200.00	\$840.00
Tyler 311/Incident Management	\$16,500.00	80	\$14,000.00	\$0.00	\$30,500.00	\$3,300.00
Tyler GIS (100)	\$50,000.00	0	\$0.00	\$0.00	\$50,000.00	\$10,000.00
Sub-Total:	\$960,100.00		\$586,600.00	\$122,750.00	\$1,669,450.00	\$180,102.00
<u>Less Discount:</u>	<u>\$240,002.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$240,002.00</u>	<u>\$180,102.00</u>
<b>TOTAL:</b>	<b>\$720,098.00</b>	<b>3352</b>	<b>\$586,600.00</b>	<b>\$122,750.00</b>	<b>\$1,429,448.00</b>	<b>\$0.00</b>

### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	24	\$12,000.00	\$0.00	\$288,000.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
Modification UB 118 - handheld import service note record	32	\$175.00	\$0.00	\$5,600.00
Post live support (4 weeks per phase, 3.5 days per Week)	448	\$175.00	\$0.00	\$78,400.00
Tyler Forms Library - Financial	1	\$2,300.00	\$0.00	\$2,300.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$5,500.00	\$0.00	\$5,500.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400.00	\$0.00	\$2,400.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
<b>TOTAL:</b>				<b>\$401,800.00</b>

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA692)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI-ASSETTRACK-ARS for Munis (Incl. Install Fee)	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	\$2,975.00	\$0.00	\$2,975.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Barcode PrinterKit	1	\$795.00	\$0.00	\$795.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI Transtrak Fixed Asset Receiving System	1	\$3,345.00	\$0.00	\$3,345.00	\$0.00	\$0.00	\$0.00
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Hand Held Scanner - Model 1900GSR	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
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$28,657.00			\$0.00
<b>TOTAL:</b>				<b>\$28,657.00</b>			<b>\$0.00</b>

### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$720,098.00	\$0.00
Total Tyler Services	\$1,111,150.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$28,657.00	\$0.00
<b>Summary Total</b>	<b>\$1,859,905.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$1,859,905.00</b>	
<b>(Excluding Estimated Travel Expenses)</b>		
<b>Estimated Travel Expenses</b>	<b>\$298,580.00</b>	

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

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years (2)	\$1,500.00	\$0.00	\$3,000.00
Accounting - Budgets up to 3 years (2)	\$1,500.00	\$0.00	\$3,000.00
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
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
Capital Assets Std Master	\$3,500.00	\$0.00	\$3,500.00
Close PO History Conversion up to 5 years	\$4,000.00	\$0.00	\$4,000.00
General Billing - Bills up to 5 years	\$4,500.00	\$0.00	\$4,500.00
General Billing - Recurring Invoices	\$3,500.00	\$0.00	\$3,500.00
General Billing Std CID	\$1,800.00	\$0.00	\$1,800.00
Inventory - Commodity Codes	\$1,800.00	\$0.00	\$1,800.00
Inventory Std Master	\$3,800.00	\$0.00	\$3,800.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years (2)	\$1,400.00	\$0.00	\$2,800.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years (2)	\$1,200.00	\$0.00	\$2,400.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years (2)	\$2,500.00	\$0.00	\$5,000.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - PM Action History up to 5 years (2)	\$1,400.00	\$0.00	\$2,800.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$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

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

Description	Unit Price	Unit Discount	Extended Price
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	\$2,500.00	\$0.00	\$2,500.00
Utility Billing - Backflow	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Balance Forward AR	\$8,100.00	\$0.00	\$8,100.00
Utility Billing - Consumption History up to 5 years	\$4,500.00	\$0.00	\$4,500.00
Utility Billing - Service Orders	\$6,200.00	\$0.00	\$6,200.00
Utility Billing - Services	\$5,600.00	\$0.00	\$5,600.00
Utility Billing - Standard	\$6,100.00	\$0.00	\$6,100.00
<b>TOTAL:</b>			<b>\$122,750.00</b>

**Optional SaaS**

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

**Productivity:**

Postal XPress (Lorton) Annual Subscription	1	\$1,649.00	0	\$0.00	\$0.00
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**Additional:**

Socrata Open Finance	1	\$21,000.00	0	\$0.00	\$0.00
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**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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**Financials:**

Employee Expense Reimbursement	\$9,450.00	72	\$12,600.00	\$0.00	\$22,050.00	\$1,701.00
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Standard Fuel Interface - SeeComments	\$4,000.00	40	\$7,000.00	\$0.00	\$11,000.00	\$720.00
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**Human Capital Management:**

Risk Management	\$6,000.00	24	\$4,200.00	\$0.00	\$10,200.00	\$1,080.00
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**Productivity:**

IVR Gateway	\$9,000.00	48	\$8,400.00	\$0.00	\$17,400.00	\$1,620.00
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Tyler Content Manager eCommerce (SE)	\$2,500.00	16	\$2,800.00	\$0.00	\$5,300.00	\$450.00
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**Additional:**

3rd Party Applicant Tracking API Connector for Munis	\$7,500.00	48	\$8,400.00	\$0.00	\$15,900.00	\$1,500.00
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3rd Party Cashiering API Connector for Munis	\$7,500.00	48	\$8,400.00	\$0.00	\$15,900.00	\$1,500.00
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3rd Party IVR API Connector for Munis	\$7,500.00	48	\$8,400.00	\$0.00	\$15,900.00	\$1,500.00
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CAFR Statement Builder	\$15,625.00	32	\$5,600.00	\$0.00	\$21,225.00	\$2,813.00
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Contracts - E	\$0.00	0	\$0.00	\$5,000.00	\$5,000.00	\$0.00
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G/L Detailed History Conversion Full	\$0.00	0	\$0.00	\$35,000.00	\$35,000.00	\$0.00
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Munis Accounts Receivable API Toolkit	\$10,500.00	24	\$4,200.00	\$0.00	\$14,700.00	\$2,100.00
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Munis API Toolkit Bundle	\$52,500.00	48	\$8,400.00	\$0.00	\$60,900.00	\$10,500.00
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Munis General Ledger API Toolkit	\$10,500.00	24	\$4,200.00	\$0.00	\$14,700.00	\$2,100.00
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**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Non-Preferred Credit Card Provider API Connector	\$10,500.00	16	\$2,800.00	\$0.00	\$13,300.00	\$2,100.00
Preferred Credit Card Provider API Connector	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
Munis Utility Billing API Toolkit	\$10,500.00	24	\$4,200.00	\$0.00	\$14,700.00	\$2,100.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$45,026.00
Tyler EAM API Toolkit	\$10,500.00	24	\$4,200.00	\$0.00	\$14,700.00	\$2,100.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$45,026.00
<b>TOTAL:</b>	<b>\$174,075.00</b>	<b>536</b>	<b>\$93,800.00</b>	<b>\$40,000.00</b>	<b>\$307,875.00</b>	<b>\$123,936.00</b>

**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
P-Card Import Format W/Encumbrances	1	\$15,000.00	\$0.00	\$15,000.00
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
Tyler PO Distribution - Level 3	1	\$1,500.00	\$0.00	\$1,500.00
<b>TOTAL:</b>				<b>\$24,875.00</b>

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

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$5,000.00	\$0.00	\$5,000.00
G/L Detailed History Conversion	\$35,000.00	\$0.00	\$35,000.00
<b>TOTAL:</b>			<b>\$40,000.00</b>

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

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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**Financials:**

Accounting/GL	\$86,300.00	\$21,575.00	\$64,725.00	\$15,534.00	\$15,534.00	\$0.00
Accounts Payable	\$26,600.00	\$6,650.00	\$19,950.00	\$4,788.00	\$4,788.00	\$0.00
Bid Management	\$11,550.00	\$2,888.00	\$8,662.00	\$2,079.00	\$2,079.00	\$0.00
BMI Asset Track Interface	\$4,000.00	\$1,000.00	\$3,000.00	\$720.00	\$720.00	\$0.00
BMI CollectIT Interface	\$4,000.00	\$1,000.00	\$3,000.00	\$720.00	\$720.00	\$0.00
Budgeting	\$26,600.00	\$6,650.00	\$19,950.00	\$4,788.00	\$4,788.00	\$0.00
Capital Assets	\$25,400.00	\$6,350.00	\$19,050.00	\$4,572.00	\$4,572.00	\$0.00
Cash Management	\$17,850.00	\$4,463.00	\$13,387.00	\$3,213.00	\$3,213.00	\$0.00
Contract Management	\$11,550.00	\$2,888.00	\$8,662.00	\$2,079.00	\$2,079.00	\$0.00
Inventory	\$25,400.00	\$6,350.00	\$19,050.00	\$4,572.00	\$4,572.00	\$0.00
Project & Grant Accounting	\$19,100.00	\$4,775.00	\$14,325.00	\$3,438.00	\$3,438.00	\$0.00
Purchasing	\$43,050.00	\$10,763.00	\$32,287.00	\$7,749.00	\$7,749.00	\$0.00

**Payroll/HR:**

Human Resources & Talent Management	\$18,100.00	\$4,525.00	\$13,575.00	\$3,258.00	\$3,258.00	\$0.00
Payroll w/ESS	\$23,500.00	\$5,875.00	\$17,625.00	\$4,230.00	\$4,230.00	\$0.00
Recruiting	\$5,500.00	\$1,375.00	\$4,125.00	\$990.00	\$990.00	\$0.00

**Revenue:**

Accounts Receivable	\$22,000.00	\$5,500.00	\$16,500.00	\$3,960.00	\$3,960.00	\$0.00
General Billing	\$12,500.00	\$3,125.00	\$9,375.00	\$2,250.00	\$2,250.00	\$0.00
Tyler Cashiering	\$32,000.00	\$8,000.00	\$24,000.00	\$5,760.00	\$5,760.00	\$0.00
UB Interface	\$16,500.00	\$4,125.00	\$12,375.00	\$2,970.00	\$2,970.00	\$0.00
Utility Billing CIS	\$58,000.00	\$14,500.00	\$43,500.00	\$10,440.00	\$10,440.00	\$0.00

**Productivity:**

Citizen Self Service	\$22,000.00	\$5,500.00	\$16,500.00	\$3,960.00	\$3,960.00	\$0.00
eProcurement	\$17,000.00	\$4,250.00	\$12,750.00	\$3,060.00	\$3,060.00	\$0.00
Munis Analytics & Reporting	\$27,400.00	\$6,850.00	\$20,550.00	\$4,932.00	\$4,932.00	\$0.00

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$1,250.00	\$3,750.00	\$900.00	\$900.00	\$0.00
Tyler Content Manager SE	\$30,000.00	\$7,500.00	\$22,500.00	\$5,400.00	\$5,400.00	\$0.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	\$1,250.00	\$3,750.00	\$900.00	\$900.00	\$0.00
Tyler Forms Processing	\$13,500.00	\$3,375.00	\$10,125.00	\$2,700.00	\$2,700.00	\$0.00
<b>Additional:</b>						
3rd Party Citizen Portal API Connector for Munis	\$7,500.00	\$1,875.00	\$5,625.00	\$1,500.00	\$1,500.00	\$0.00
Asset Maintenance (100)	\$212,500.00	\$53,100.00	\$159,400.00	\$42,500.00	\$42,500.00	\$0.00
Asset Performance (100)	\$60,000.00	\$15,000.00	\$45,000.00	\$12,000.00	\$12,000.00	\$0.00
Requestor Access License	\$4,200.00	\$1,050.00	\$3,150.00	\$840.00	\$840.00	\$0.00
Tyler 311/Incident Management	\$16,500.00	\$4,125.00	\$12,375.00	\$3,300.00	\$3,300.00	\$0.00
Tyler GIS (100)	\$50,000.00	\$12,500.00	\$37,500.00	\$10,000.00	\$10,000.00	\$0.00
<b>TOTAL:</b>	<b>\$960,100.00</b>	<b>\$240,002.00</b>	<b>\$720,098.00</b>	<b>\$180,102.00</b>	<b>\$180,102.00</b>	<b>\$0.00</b>

## Comments

Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

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.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

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.

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

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

**Comments**

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

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

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

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

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

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

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

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.

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Includes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.

AssetTrak PPC Software, PA690 Portable Data terminal, Integrated Laser Scanner, USB Com/Charging cable w/ps, PDT Users Licenses for TrakSync and AssetTrak PPC Includes: 1 year phone support & software upgrades, Subsequent support and upgrade plans are available directly through BMI. Up to 4 hrs of remote Install/training via GoToMeeting.

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.



## **Exhibit B**

### **Invoicing and Payment Policy**

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

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

#### **1. Tyler Software.**

1.1 *License Fees:* License fees are invoiced as follows: (a) 50% of all license fees on the Effective Date; (b) 25%, by phase, upon the earlier of (i) the commencement date for the applicable phase of the project or (ii) the commencement date for the applicable phase of the project as indicated in the Statement of Work as of the Effective Date; and (c) 25%, by phase, upon the earlier of (i) the live date for the applicable phase of the project or (ii) the live date for the applicable phase of the project as indicated in the Statement of Work as of the Effective Date. The foregoing notwithstanding, if a live date or commencement date is delayed due solely to Tyler's failure to perform, Client may delay the payment associated with such date by an amount of time equal to the delay so caused.

1.2 *Maintenance and Support Fees:* The first year maintenance and support fees for the one (1) year period commencing on the Effective Date are waived. Subsequent maintenance and support fees shall be payable as follows:

##### **Year 2:**

100% of the year two maintenance and support fees for Phase 1 Tyler Software are due on the first anniversary of the Effective date.

100% of the year two maintenance and support fees for Phase 2 Tyler Software are due on the first anniversary of the Effective Date.

60% of the year two maintenance and support fees for Phase 3 Tyler Software are due on the first anniversary of the Effective Date.

60% of the year two maintenance and support fees for Phase 4 Tyler Software are due on the first anniversary of the Effective Date.

40% of the year two maintenance and support fees for Phase 3 Tyler Software are due on the earlier of (i) initiation of Phase 3, or (ii) August 1, 2020\*.

40% of the year two maintenance and support fees for Phase 4 Tyler Software are due on the earlier of (i) initiation of Phase 4, or (ii) September 1, 2020\*.

##### **Year 3 and all subsequent years:**

100% of the Year Three maintenance and support fees for the Tyler Software are due on the second



anniversary of the Effective Date. Thereafter, annual maintenance and support fees are payable on each anniversary of the Effective Date at our then-current rates, subject to the annual maintenance fee caps defined below.

\* Phase designations are stated in the Statement of Work. Cross Phase applications are considered Phase 1 for payment purposes. In the event initiation of a Phase is delayed due to Tyler's failure to perform, Client may delay the applicable payment by an amount of time equal to the delay so caused by Tyler.

We agree to limit increases to the annual maintenance fees according to the following schedule:

Year	Cap on Increase
2	0%
3	2%
4	3%
5	3%
6	5%
7	5%
8	5%
9	5%
10	5%

## 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced on a monthly basis as delivered, at the rates set forth in the Investment Summary. The foregoing notwithstanding, the City will retain fifteen percent (15%) of the implementation fees associated with a given phase until the Go-Live Date for such phase, as indicated in the Statement of Work upon the Effective Date. Implementation and Other Professional Services fees are typically invoiced in four (4) and eight (8) hour blocks. We will only invoice you for implementation and other professional services (including training) identified as billable services in the project plan, plus any other billable services mutually agreed by Tyler and Client in writing. Tyler bills weekend work at two (2) times the standard rates identified in the Investment Summary. Any weekend work must first be scheduled and approved in writing by Client before being completed.

2.2 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option.

2.3 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification.

You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

3. Third Party Products.

3.1 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. We agree that you will not be billed for travel time. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**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



## **Exhibit B**

### **Schedule 1**

### **Business Travel Policy**

#### **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.

## 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.

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](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense 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 C**

### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date. Maintenance and support fees will be prorated to align with Client's fiscal year (July 1 to June 30) as each phase comes up for renewal.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 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 major version and the immediately prior major version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of 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
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and 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). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option and with prior consent, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. Client acknowledges Tyler's ability to provide maintenance and support services in accordance with this Agreement is dependent in part on Client giving timely consent to Tyler to use the secure connection. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was directly or indirectly caused by you or by one of your contractors. Either way, 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. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.
- In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:
- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## **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](http://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

### *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.

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 D**  
**DocOrigin End User License Agreement**

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Last Updated: July 22, 2017



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**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "TransTrak."

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**Exhibit E**  
**Statement of Work**

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# Statement of Work

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*Tyler Technologies*

## Prepared for:

**City of Broken Arrow**

220 S 1st St, Broken Arrow, OK 74012-4152

## Prepared by:

**David Carl**

One Tyler Drive, Yarmouth, ME 04096

Tyler Technologies, Inc.

[www.tylertech.com](http://www.tylertech.com)

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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Broken Arrow the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

## 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Munis	Financial Management
Munis	Human Capital Management
Munis	Utility Billing
Munis	Asset Maintenance

## 1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	<b>Financials</b>	<ul style="list-style-type: none"><li>Accounting / General Ledger</li><li>Accounts Payable</li><li>Bid Management</li><li>Budgeting</li><li>Capital Assets</li><li>Cash Management</li><li>Contract Management</li><li>Project &amp; Grant Accounting</li><li>Purchasing</li><li>eProcurement</li></ul>	Aug 2019	July 2020

Phase	Functional Areas	Modules	Start Date	Go-Live Date
		<ul style="list-style-type: none"> <li>• Accounts Receivable</li> <li>• General Billing</li> <li>• Tyler Cashiering</li> <li>• BMI Asset Track Interface</li> </ul>		
	<b>System Wide</b>	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting               <ul style="list-style-type: none"> <li>○ Tyler Reporting Services</li> <li>○ Munis Office</li> <li>○ Role Tailored Dashboard</li> </ul> </li> <li>• Tyler Forms Processing</li> <li>• Tyler Content Manager SE</li> <li>• Tyler Content Manager Self-Service</li> <li>• Tyler Content Manager Auto Indexing and Redaction</li> </ul>		
2	<b>Utility Billing</b>	<ul style="list-style-type: none"> <li>• Utility Billing CIS</li> <li>• UB Interface</li> <li>• Citizen Self Service</li> <li>• Tyler GIS</li> </ul>	Feb 2020	Feb 2021
3	<b>Human Capital Management</b>	<ul style="list-style-type: none"> <li>• Payroll w/Employee Self Service</li> <li>• HR &amp; Talent Management</li> <li>• Recruiting</li> </ul>	Aug 2020	July 2021
4	<b>Tyler Asset Maintenance</b>	<ul style="list-style-type: none"> <li>• Asset Maintenance</li> <li>• Asset Performance</li> <li>• Inventory</li> <li>• Tyler 311 / Incident Management</li> <li>• BMI CollectIT Interface</li> </ul>	Sept 2020	Aug 2021

## 1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

## 1.5 Project Criteria for Success

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** -While Tyler cannot guarantee specific expertise for City staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the City and to gain an understanding of current and contemplated future City business processes. Tyler resources assigned to the project shall have sufficient knowledge of the software, including configuration options, and shall remain timely and responsive to the City through the project duration. City personnel must participate in the analysis, configuration, and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization, and similarly make timely decisions based on options presented by Tyler.
- **Dedicated Project Participant Participation** – Tyler understands that City staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports. Similarly, the City understands that Tyler resources are involved in other client engagements that may compete with the amount of time that can be dedicated to the City's implementation. However, it is critical that Tyler acknowledges that its staff must be actively involved and responsive in a timely manner throughout the entire duration of the project. The City will communicate insufficient participation of Tyler staff to Tyler immediately, and during Project Calls as needed.
- **Managing Project Scope** - To implement the project on time and within budget, the City must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project planning activities described in this Statement of Work. The City shall not be charged for any services outside of the scope of work identified in this Statement of Work or the Agreement without prior written approval from City's Project Manager and Executive Team, and as further defined in the Base Contract. Change Orders for additional items outside the scope must be submitted in advance and signed by City's Project Manager and Executive Team before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.
- **A Focus on Business Process Analysis and Redesign** – In order to maximize the benefit the City can expect to receive through the adoption of the system, the City must be prepared to consider available opportunities to redesign and analyze existing processes in order to maximize the efficiencies provided by the software. It is critical that Tyler, through the implementation process, identify and recommend opportunities for business process redesign based on best practices and functionality available within the scope of the project. Tyler must also be prepared to weigh in on City decision making processes to inform the City of outcomes related to configuration decisions, and any possible complications or efficiencies that might be made available.

## 2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

#### 2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

#### 2.1.2 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(s) and the Project and 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(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for 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.

### 2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by 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, project manager(s), and functional leads to make critical business decisions for the City.

## 2.2 Tyler Governance

### 2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

Name	Title	Contact	Commitment
Adriana Luna	Project Manager - Financials	<a href="mailto:adriana.luna@tylertech.com">adriana.luna@tylertech.com</a>	50% Dedicated
To Be Determined at later date	Project Manager – Utility Billing		50% Dedicated
To Be Determined at later date	Project Manager – Human Capital Management		50% Dedicated
To Be Determined at later date	Project Manager – Enterprise Asset Management		50% Dedicated

### 2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

Name	Title	Contact	Commitment
Bobby Sansone	Implementation Director	Bobby.sansone@tylertech.com	As needed
Scott Parks	Sr. Implementation Director	<a href="mailto:Scott.parks@tylertech.com">Scott.parks@tylertech.com</a>	As Needed

### 2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

Name	Title	Contact	Commitment
Chris Webster	VP of Implementation	<a href="mailto:Chris.webster@tylertech.com">Chris.webster@tylertech.com</a>	As needed
Chris Hepburn	President of ERP & Schools Division	<a href="mailto:Chris.hepburn@tylertech.com">Chris.hepburn@tylertech.com</a>	As Needed

## 2.3 Acceptance and Acknowledgment Processes

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- Certain Deliverables developed throughout the project will not be static, and will be updated as needed throughout the process. As an example, the Implementation Management Plan will be delivered as a baseline document and developed collaboratively with the City. For these types of Deliverables that will be revised or otherwise maintained throughout the project, Tyler requires City Acknowledgement of receipt of the Deliverable, and not formal Acceptance. The City shall have five (5) to ten (10) business days from the date of receipt, or as otherwise mutually agreed upon

in writing by the parties, to acknowledge receipt of the Deliverable and conformance to the stated Scope and Objectives of said Deliverable.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- Acceptance of the Deliverable or Control Point must be initiated from either the City Project Manager or City Executive Sponsor and must be in writing. Acknowledgement, acceptance, or other communication from a Subject Matter Expert (SME), Functional Lead, or other Project Team member will not suffice as approval on Deliverables or Control Points.
- When possible to ensure an efficient response process, the Tyler Project Manager will notify the City Project Manager of an upcoming Deliverable or Control Point to allow the City Project Manager adequate time to align resources for review and effectively use the review timeline window, in order to meet mutually agreed upon response timelines.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Tyler provides complete and thorough implementation site reports to the City within one week following scheduled sessions.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for all applicable configuration and processing options available within the Tyler software, and presents the factors to be considered when deciding among options including best practices, internal controls, and suitability of the configuration. The City is responsible for making decisions based on the options presented by Tyler in a timely manner.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions, in alignment with the agreed-upon Project Plan, in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions.

Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.

- Tyler considers additional services not specified in the Investment Summary as out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

## 3.2 Data Conversion

- The City is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- The City and Tyler will work in an iterative process to validate data and correct data until the data is reasonably sound. This process will include a complete test at each iteration, and not testing or validating exclusively for a single correction.

## 3.3 Data Exchanges, Modifications, Forms and Reports

- The City will work with 3<sup>rd</sup> party software providers as necessary to provide the 3<sup>rd</sup> party data in a manner that conforms to a Tyler standard format.
- The 3<sup>rd</sup> party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler standard Data Exchange tools may not be available.

- The City is willing, based on the described configuration options presented by Tyler, to make, at its discretion, reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

### 3.4 Hardware and Software

- Tyler will initially install a mutually agreed-upon generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

### 3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT. UAT will occur after train-the-trainer, and prior to the End User Training sessions.

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



\* - If included in project scope

## 4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

### 4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

## 4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

### 4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase, and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, based on the input received and decisions made during the project planning discussions, which is reviewed and revised until mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	I						

## 4.2.4 Project Schedule

The City and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
City reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
City approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

## 4.2.5 Stakeholder Presentation

City stakeholders join Tyler project manager(s) for an onsite presentation to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	I					I	I	I	C	I	I	I	I		I	I	I
			I							R	C	A	C	I	I	C	I	I		

## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.2.6.1 Initiate & Plan Stage Deliverables

#### Implementation Management Plan

- Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
- Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
- Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.

#### Project Plan/Schedule

- Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
- Scope: Task list, assignments and due dates
- Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

### 4.2.6.2 Initiate & Plan Stage Acceptance Criteria

#### Hardware Installed

System infrastructure audit complete and verified

Implementation Management Plan delivered and reviewed by City

Project Plan/Schedule delivered; dates confirmed; Project Plan/Schedule accepted

Stakeholder Presentation complete

## 4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff, both by volunteering such information and in response to requests made by Tyler, for analysis and understanding of current workflows and business processes. Tyler will in turn educate the City on options available in the Tyler Software that may be used to meet City requirements, and advise on best practices, proper internal controls, and workflow and permissions. The City shall be responsible for making configuration decisions based on the options presented by Tyler in a timely manner.

### 4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and 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. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					



### 4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

### 4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third-party program operates or accesses the data correctly.

The City and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 <sup>rd</sup> Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

### 4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

### 4.3.6 Forms & Reports Planning

City and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

### 4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

## 4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.3.8.1 Assess & Define Stage Deliverables

#### Completed Analysis Questionnaire

- Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
- Scope: Provide comprehensive answers to all questions on Questionnaire(s).
- Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.

#### Data conversion summary and specification documents

- Objective: Define data conversion approach and strategy.
- Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
- Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.

#### Modification specification documents, if contracted

- Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
- Scope: Design solution for Modification.
- Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.

#### Completed Forms options and/or packages

- Objective: Provide specifications for each City in Scope form, Report and output requirements.
- Scope: Complete Forms package(s) included in agreement and identify Report needs.
- Acceptance criteria: Identify Forms choices and receive supporting documentation.

#### Installation checklist

- Objective: Installation of purchased Tyler software.
- Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
- Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

### 4.3.8.2 Assess & Define Stage Acceptance Criteria

Tyler software is installed.

Fundamentals review is complete.

Required Form information complete and provided to Tyler.

Current/Future state analysis completed; Questionnaires delivered and reviewed.

Data conversion mapping and extractions completed and provided to Tyler.

## 4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

### 4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

## 4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

#### 4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

#### 4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3		Forms & Reports Validation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training				A	R								I	C		C			I		
Test Standard Forms & Reports				I	C		C						A	C		R			C		

## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.4.6.1 Build & Validate Stage Deliverables

#### Initial data conversion

- Objective: Convert Legacy System data into Tyler system.
- Scope: Data conversion program complete; deliver converted data for review.
- Acceptance criteria: Initial error log available for review.

#### Data conversion verification document

- Objective: Provide instructions to the City to verify converted data for accuracy.
- Scope: Provide self-guided instructions to verify specific data components in Tyler system.
- Acceptance criteria: City accepts data conversion delivery; City completes data issues log.

#### Installation of Modifications on the City's server(s)

- Objective: Deliver Modification(s) in Tyler software.
- Scope: Program for Modification is complete and available in Tyler software, Modification testing.
- Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.

#### Standard Forms & Reports Delivered

- Objective: Provide Standard Forms & Reports for review.
- Scope: Installation of all Standard Forms & Reports included in the Agreement.
- Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

### 4.4.6.2 Build & Validate Stage Acceptance Criteria

Application configuration completed.

Standard Forms & Reports delivered and available for testing in Stage 4.

Data conversions (except final pass) delivered.

Standard 3<sup>rd</sup> party Data Exchange training provided.

Modifications delivered and available for testing in Stage 4.

The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

## 4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

### 4.5.1 Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C	C			C	C
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

## 4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

### 4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.5.4.1 Final Testing & Training Stage Deliverables

Production Cutover checklist

- Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
- Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
- Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.

User Acceptance Test Plan

- Objective: Provide testing steps to guide users through testing business processes in Tyler software.
- Scope: Testing steps for Standard business processes.
- Acceptance criteria: Testing steps have been provided for Standard business processes.

### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

Production Cutover Checklist delivered and reviewed.

Modification(s) tested and accepted, if applicable.

Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted.

Standard Forms & Reports tested and accepted.

User acceptance testing completed.

End User training completed.

## 4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

### 4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

## 4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

### 4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

#### 4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 4.6.5.1 Production Cutover Stage Deliverables

#### Final data conversion

- Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
- Scope: Final passes of all conversions completed in this Phase.
- Acceptance criteria: Data is available in production environment.

#### Support transition documents

- Objective: Define strategy for on-going Tyler support.
- Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
- Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

### 4.6.5.2 Production Cutover Stage Acceptance Criteria

Final data conversion(s) delivered.

Processing is being done in Tyler production.

Transition to Tyler support is completed.

Post-live services have been scheduled, if applicable.

## 4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 4.7.1 Close Phase/Project

The City and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Review outstanding Project activities and develop action plan	A	R	C								C	C	I	C	I		C		
	Review Project budget and status of contract Deliverables	A	R							I	I	C								

## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 4.7.2.1 Phase/Project Closure Stage Deliverables

Phase/Project reconciliation report

- Objective: Provide comparison of contract Scope and Project budget.
- Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
- Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

Outstanding Phase or Project activities have been documented and assigned.

Phase/final Project budget has been reconciled.

Tyler Deliverables for the Phase/Project are complete.

## 5 Roles and Responsibilities

### 5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

#### 5.1.1 Tyler Executive Management

Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.

Authorizes required project resources.

Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.

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.

Acts as the counterpart to the City's executive sponsor.

#### 5.1.2 Tyler Implementation Management

Acts as the counterpart to the City steering committee.

Assigns initial Tyler project personnel.

Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.

Attends City steering committee meetings as necessary.

Provides support for the project team.

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.

#### 5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

The 50% Dedicated Project Manager will allocate 20 hours/week to the project. Additionally, the Tyler Project Manager will be on-site at least 3 days per month including Project Planning, the Kick-Off (Stakeholder Presentation) meeting and Steering Committee meetings.

##### Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract 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(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full-scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### Implementation Management

- 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.
- Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) 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.
- Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.

#### Team Management

- Acts as liaison between project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- 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 Plan, task list, and Production Cutover Checklist.
- Assesses team performance and adjusts as necessary.
- Interfaces closely with Tyler developers to coordinate program Modification activities.
- Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks.

### 5.1.4 Tyler Implementation Consultant

Completes tasks as assigned by the Tyler project manager(s).

Performs problem solving and troubleshooting.

Follows up on issues identified during sessions.

Documents activities for on site services performed by Tyler.

Provides conversion Validation and error resolution assistance.

Recommends guidance for testing Forms and Reports.  
Tests software functionality with the City following configuration.  
Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.  
Provides product related education.  
Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.  
Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.  
Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.  
Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

### 5.1.5 Tyler Sales

Provide sales background information to Implementation during Project initiation.  
Support Sales transition to Implementation.  
Provide historical information, as needed, throughout implementation.

### 5.1.6 Tyler Software Support

Manages incoming client issues via phone, email, and online customer incident portal.  
Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.  
Provides issue analysis and general product guidance.  
Tracks issues and tickets to timely and effective resolution.  
Identifies options for resolving reported issues.  
Reports and escalates defects to Tyler Development.  
Communicates with the City on the status and resolution of reported issues.

## 5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

### 5.2.1 City Executive Sponsor

Provides clear direction for the Project and how the Project 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 communications.

## 5.2.2 City Steering Committee

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

## 5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages 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

- Review and acknowledge Implementation Management Plan.
- Defines project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the initial Project Plan and Project Plan.
- Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

### Implementation Management

- Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) 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, as a whole, that is also in balance with Scope/budget.
- Collaborates with Tyler Project manager(s) to establish risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- Collaborates with Tyler Project manager(s) 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, current 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 satisfying invoices.
- 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 Plan, 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 in Scope 3<sup>rd</sup> party providers to align activities with ongoing Project tasks.

### 5.2.4 City Functional Leads

Makes business process change decisions under time sensitive conditions.

Communicates existing business processes and procedures to Tyler consultants.

Assists in identifying business process changes that may require escalation.

Attends and contributes business process expertise for current/future state analysis sessions.

Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.

Provides business process change support during Power User and End User training.

Completes performance tracking review with client project team on End User competency on trained topics.

Provides Power and End Users with dedicated time to complete required homework tasks.

Act as an ambassador/champion of change for the new process.

Identifies and communicates any additional training needs or scheduling conflicts to City project manager.

Prepares and Validates Forms.

Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- Task completion
- Stakeholder Presentation
- Implementation Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 5.2.5 City Power Users

Participate in Project activities as required by the project team and project manager(s).  
Provide subject matter expertise on City business processes and requirements.  
Act as subject matter experts and attend current/future state and 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 Deliverables 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.

### 5.2.6 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 Plan.  
Utilize software to perform job functions at and beyond Production Cutover.

### 5.2.7 City Technical Support

Coordinates updates and releases with Tyler as needed.  
Coordinates the copying of source databases to training/testing databases as needed for training days.

Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.  
Coordinates and adds new users and printers and other Peripherals as needed.  
Validates all users understand log-on process and have necessary permission for all training sessions.  
Coordinates Interface development for City third party Data Exchanges.  
Develops or assists in creating Reports as needed.  
Ensures onsite system hardware meets specifications provided by Tyler.  
Assists with software Installation as needed.

### 5.2.8 City Upgrade Coordinator

Becomes familiar with the Software Upgrade process and required steps.  
Becomes familiar with Tyler's releases and updates.  
Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.  
Assists with the Software Upgrade process during implementation.  
Manages Software Upgrade activities post-implementation.  
Manages Software Upgrade plan activities.  
Coordinates Software Upgrade plan activities with City and Tyler resources.  
Communicates changes affecting users and department stakeholders.  
Obtains department stakeholder sign-offs to upgrade production environment.

### 5.2.9 City Project Toolset Coordinator

Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.  
Conducts training on proper use of toolsets.  
Validates completion of required assignments using toolsets.

### 5.2.10 City Change Management Lead

Validates users receive timely and thorough communication regarding process changes.  
Provides coaching to supervisors to prepare them to support users through the project changes.  
Identifies the impact areas resulting from project activities and develops a plan to address them proactively.  
Identifies areas of resistance and develops a plan to reinforce the change.  
Monitors post-production performance and new process adherence.

## 6 Glossary

Word or Term	Definition
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	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.
<b>Change Request</b>	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.
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client 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.
<b>Cutover</b>	The point when a client begins using Tyler software in production.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.
<b>Forms</b>	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).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Interface</b>	A real-time or automated exchange of data between two systems.

<b>Install</b>	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
<b>Legacy System</b>	The system from which a client is converting.
<b>Modification</b>	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	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.
<b>Phase</b>	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.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Project</b>	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.
<b>Project Plan</b>	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
<b>Questionnaire</b>	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
<b>RACI</b>	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).
<b>Reports</b>	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.
<b>Scope</b>	Products and services that are included in the Agreement.

<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	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.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
<b>Test Plan</b>	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## 7 Munis Conversion Summary

### 7.1 Accounting COA

Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts  
Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

### 7.2 Accounting - Budgets

Original budget, budget adjustments, revised budget summaries for accounts  
Up to 6 years

### 7.3 Accounting - Actuals

Summary account balances  
Up to 6 years

### 7.4 Accounts Payable Master

Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers  
Multiple remittance addresses  
Year-to-date 1099 amounts

### 7.5 Accounts Payable - Checks

Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information  
Check detail data including related document and invoice numbers for each check  
Up to 5 years

### 7.6 Accounts Payable - Invoices

Invoice header data containing general information for the invoice  
Invoice detail data containing line-specific information for the invoice  
Up to 5 years

### 7.7 Capital Assets Master

Asset description, status, acquisition quantity, date and 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)

## 7.8 General Billing CID

Customer information

## 7.9 General Billing – Recurring Invoices

General Billing Invoices that are sent on a regular basis  
Header records with general information about the invoice  
Detail records with line-specific information

## 7.10 General Billing – Bills

Unlimited history of open and closed invoices  
General Ledger information so open invoices can be processed in Munis  
Up to 5 years

## 7.11 Inventory Master

General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

## 7.12 Inventory – Commodity Codes

Commodity master information, including codes and descriptions, commodity type, acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags

## 7.13 Asset Maintenance – Work Order Assets

Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.

## 7.14 Asset Maintenance – Closed Work Order History No Cost Data

Work Order History with no cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.

## 7.15 Asset Maintenance – Work Order History with Cost Data

Work Order History with cost data, everything included in option 2 but integrated with several other Munis modules such as Inventory or Payroll, linking employee numbers, customer number, Inventory items, etc.

## 7.16 Purchase Orders – Open Purchase Orders

Open purchase orders header data including vendor, buyer, date, accounting information, etc.  
Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

## 7.17 Purchase Orders – Closed PO History

Closed purchase order header data including vendor, buyer, date, accounting information, etc.  
Close purchase orders detail data including line item descriptions, quantities, amounts, etc.  
Up to 5 years

## 7.18 Project Grant Accounting

Segments, account strings and fund string allocation table  
Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

## 7.19 Project Grant Accounting - Actuals

Summary project ledger string balances  
Up to 3 years

## 7.20 Project Grant Accounting – Budget

Original project ledger budget amounts  
Up to 3 years

## 7.21 HCM – Standard (Employee Master)

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

## 7.22 HCM - Deductions

Employee Deductions - including employee ID, deduction records, benefit records, tax information, and direct deposit information

## 7.23 HCM – Accrual Balances

Employee Leave Accrual Balances including Vacation, Sick, Holiday, and other Leave balances  
Start of year balance, earned to date, used to date

## 7.24 HCM – Accumulators

YTD, QTD, MTD, FTD, LTD amounts for employee pay and deductions  
Needed for mid-calendar-year go-live  
May not be needed if converting earnings/deductions history  
Up to 10 years

## 7.25 HCM – Payroll Check History

Up to 10 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

## 7.26 HCM – Payroll Check Earning/Deduction History

Up to 10 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

## 7.27 HCM – Recruiting

Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

## 7.28 HCM – Personnel Management Action History

A variety of Personnel actions, such as job or salary changes and dates these events occurred.

## 7.29 HCM – 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

## 7.30 HCM – State Retirement Tables

Specific state-required data, plus related service years information, when appropriate  
Not required for OPERS  
Not required for OPPRS

## 7.31 HCM – Certifications

Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

## 7.32 HCM – Education

Education history records for employees, for institution/college, type of degree, and area(s) of study

## 7.33 Utility Billing

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

## 7.34 Utility Billing – Services

Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings (current and previous), meter usage (current and previous), sales tax information

## 7.35 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

## 7.36 Utility Billing – Consumption History

History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes  
Up to 5 years

## 7.37 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

## 7.38 Utility Billing – Service Orders

Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

## 7.39 Utility Billing – Backflow

Account information, backflow device information, backflow type, and backflow violations





**Exhibit F**  
**Client's Request for Proposals for Software and Implementation Services for an  
Enterprise Resource Planning (ERP) System**

Incorporated by reference



**Exhibit G**  
**Tyler's Proposal Dated August 21, 2018**

Incorporated by reference



**Exhibit H**  
**Client's Request for Clarification Dated December 11, 2018**

Incorporated by reference



**Exhibit I**  
**Tyler's Response to the RFC**

Incorporated by reference



**Exhibit J**  
**Planned Data Exchanges**

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The following table identifies the possible data exchanges that have been identified by the City and included in the scope of the Agreement. Additional planning and analysis will be performed to confirm, expand, reduce, and further define the future data exchanges.

Req #	System/Interface	Vendor	Reason for Integration	Tyler Proposal Response	Method of Integration (flat-file,API, XML, HTTP, etc.)	Tyler Comments	Cost to Develop
INT.1	ERP System	Superion	<b>Receive:</b> The new ERP system should receive payroll information from the legacy ERP system for purposes of updating the GL, until the City has fully transitioned to the new system. The ERP system should receive Deduction/Benefit/Accrual information from the legacy payroll system for purposes of creating payments.	Standard	Import	Assuming compatible file format	\$0
INT.2	Geographic Information System	Esri	<b>Fixed Assets</b> <b>Send:</b> The ERP system should send fixed asset information to GIS for updates and additions of assets. <b>Receive:</b> The ERP system should be able to receive GIS information. <b>Utility Billing</b> <b>Send:</b> The UB system needs to send GIS new meter information. <b>Receive:</b> The UB system needs to be able to receive data from GIS when queried.	Standard	HTTP/Esri web services	Munis MapLink maps assets and properties using Esri® ArcGIS tools, and offers dynamic maps and geographic information system (GIS) data and services via the Web, allowing city and local government to publish, discover and share GIS information. You can use MapLink to view GIS information about assets or associated Munis information, such as permits or work orders. MapLink is designed to integrate with your organizations existing ArcGIS server. Users can view assets and properties on a map, analyze Munis data spatially, perform spatial functions such as buffer searches and even assist with worker or inspector routing.	Tyler GIS software Pricing is provided in the Tyler quote provided to the City.

						<p>In addition, MapLink provides you with advanced capabilities such as query-by-map and point-in-polygon. Need to know if property lies in a flood zone? Now you can easily find out. Best of all, once you're done with the map you can return to Munis with the selected properties or assets as your active set.</p> <p>An existing Esri ArcGIS Server infrastructure is required to operate MapLink. Munis does not write to GIS systems.</p>	
INT.3	Third Party payment processor	ACOM Solutions	<p><b>Send:</b> The ERP system should send payment files to ACOM.</p> <p><b>Receive:</b> The ERP system should receive payment information.</p>	Standard	Import/Export	Assuming use of compatible MUNIS file format - Can receive via a lockbox and send via payments report XML	\$0
INT.4	Third Party payment processor	ACOM Solutions - EZ PaySuite	<p><b>Receive:</b> The ERP system should receive payment information from ACOM.</p> <p><b>Send:</b> The ERP system should send information to ACOM.</p>	Standard	Import/Export	Assuming use of compatible MUNIS file format - Can receive via a lockbox and send via payments report XML	\$0
INT.5	Third Party payment processor	ACOM Solutions - iSeries Application	<p><b>Receive:</b> The ERP system should receive information from ACOM.</p> <p><b>Send:</b> The ERP system should send information to ACOM.</p>	Standard	Import/Export	Assuming use of compatible MUNIS file format - Can receive via a lockbox and send via payments report XML	\$0
INT.7	Web application for creating and mailing utility bills	Dataprose	<p><b>Send:</b> The UB system should send the statement file to Dataprose.</p> <p><b>Receive:</b> The UB system needs to receive electronic images of generated forms.</p>	Standard	Export/import	Electronic images of bill statement forms could be imported into Tyler Content Manager, however the recommendation is to automatically generate and archive through Tyler Forms and Tyler Content Manager	Tyler Content Manager is included with the Tyler pricing.

INT.8	Time and Attendance system	ExecuTime	<b>Receive:</b> The ERP system should receive time entries (via an import of a time file) for payroll processing. <b>Send:</b> The ERP system should send accruals to the timekeeping system.	Standard	Full	Munis offers full integration with ExecuTime	\$0
INT.9	Web application, applicant tracking	Neogov	<b>Send:</b> The ERP HR module should be able to send salary range updates to job descriptions to the applicant tracking system. <b>Receive:</b> The ERP HR module should receive applicant data, position, certifications, qualification, references, and other application information from the applicant tracking system	Standard	Import/Export	Assuming compatible file format	\$0
INT.10	AMR Meter reading	Neptune	<b>Send:</b> The ERP system needs to send new UB account or account status changes. <b>Receive:</b> The ERP system needs to receive read data via file import.	Standard	Import/export		UB Interface software is included in Tyler pricing
INT.11	Mass Meter Replacement	Clevest	<b>Receive:</b> The ERP system should receive information from Clevest <b>Send:</b> The ERP system should send information to Clevest.	Standard	Import	Assumes use of standard, out of the box mass meter replacement import file format	\$0

INT.12	Web application for citizen reporting of issues and problems	SeeClickFix	<b>Receive:</b> The ERP system should receive information from SeeClickFix. <b>Send:</b> The ERP system should be able to send information to SeeClickFix.	Standard	API	Tyler Incident Management (TIM) provides an API based on the Open311 standard, and that would be the mechanism used by SeeClickFix to send and receive data. Custom integration with SeeClickFix API is NOT provided. Note that TIM provides a citizen portal and mobile app, in addition to a fully featured backoffice product to manage requests. That application directly integrates with Tyler ERP so that requests submitted by citizens on the portal and mobile app automatically trigger creation of activity in Tyler ERP such as Munis Work Orders or EnerGov Requests.	Tyler is providing a substitute system looking to replace SeeClickFix. If custom integration is needed with SeeClickFix, additional information is required.
INT.13	Future credit card processing vendor	Paymentus	<b>Receive:</b> The ERP system should support the import a flat file (CSV, XLSX, etc.) containing purchasing card transaction detail (i.e., vendor name, transaction date, description entered online, account information).	Standard	Import	Via Standard P-Card imports	\$0
INT.15	Used for utility and development services payments	Selectron IVR	<b>Receive:</b> The ERP system should receive payment information from Selectron. <b>Send:</b> The ERP system should send or make available bill information (amount due, balance information, payment history) to allow payment by customers via phone.	Standard	API		\$0
INT.16	Lockbox payments, retail lockbox for all	Bank of Oklahoma	<b>Receive:</b> The ERP system should be able to receive payment information.	Standard	Export	Assuming compatible file format	\$0

	mailed utility payments						
INT.17	Lockbox payments, electronic utility payments	Chase Bank	<b>Receive:</b> The ERP system should be able to receive payment information.	Standard	Import/Export	Assuming compatible file format	\$0
INT.18	Web application to support financial transparency	OpenGov	<b>Send:</b> The ERP system should be able to transmit data to OpenGov to support financial transparency (including: budget information, check registers, etc.)	Standard	Export	Assuming compatible file formats	\$0
INT.19	Parks Department facilities reservations	RecTrac/W ebtrac	<b>Receive:</b> The ERP system should receive payment information. <b>Send:</b> The ERP system should send check refund information to RecTrac for processing and updating customer accounts.	Standard	Import/Export	Assuming use of compatible MUNIS file format, work needed to update RecTrac on their end.	\$0
INT.22	Learning management system	SGR	<b>Receive:</b> The ERP system should receive training information from the SGR.	Standard	Import/Export	Course information import assuming compatible file format	\$0
INT.23	Budgeting and Forecasting	Workiva	<b>Send:</b> The ERP system should send budget figures to Workiva. <b>Receive:</b> The ERP should receive budget figures and notations information from Workiva.	Standard	Import/Export	Assuming compatible file format	\$0
INT.24	Budgeting and Forecasting	Caseware	<b>Send:</b> The ERP system should send budget figures to Caseware. <b>Receive:</b> The ERP should receive budget figures and notations information from Caseware.	Standard	Import/Export	Assuming compatible file format	\$0

INT.25	Billing for sanitation work	Routeware	<b>Send:</b> The ERP system should send account information (new and terminating) to Routeware. <b>Receive:</b> The ERP should receive billing information (e.g., extra pick ups).	Standard	Import/Export	Assuming use of compatible MUNIS file format, GB Import and XML export	\$0
INT.26	Dispenser at the fuel pumps	FuelMaster	<b>SEND:</b> The ERP system should send vehicle information. <b>RECEIVE:</b> The ERP should receive fuel consumption.	Standard	Import/Export	Assuming compatible file format	\$0
INT.27	Hydrant inspection application	Meshek	<b>Send:</b> The ERP system should send completed work order information to Meshek. <b>Receive:</b> The ERP system should receive work order information from Meshek.	Customization	API	API's currently exist to expose work orders. There is nothing specific to Meshek, however this could be accommodated with a modification.	TBD
INT.28	Pavement management	Lucity	<b>Send:</b> The ERP system should send completed work order and budget information to Lucity. <b>Receive:</b> The ERP system should receive work order and budget information from Lucity.	Customization	API	API's currently exist to expose work orders. There is nothing specific to Lucity, however this could be accommodated with a modification.	TBD
INT.29	Storm sewer inspections	Cues	<b>Send:</b> The ERP system should send completed work order and budget information to Cues. <b>Receive:</b> The ERP system should receive work order and budget information from Cues.	Future		Future Functionality, when and if provided, will be released on the same timeline as the functionality is made generally available to customers under a maintenance agreement with Tyler. If a customer requires that such functionality be committed to within the contract, the functionality will be treated as a custom modification, payable by the customer.	TBD

INT.30	Kiosk for Utility Billing	USPayments	<b>Send:</b> The ERP system should send customer file information to USPayments. <b>Receive:</b> The ERP system should receive payment information from USPayments.	Standard	Import	Assuming compatible file format	\$0
INT.31	Credit Card Expense Reports	Certify	<b>Receive:</b> The ERP system should receive credit card expenses to be posted to the GL.	Standard	Import	Assuming compatible file format	\$0
	ERP System	Us Payment	<b>Ability to have customers make payments via Kiosk</b>	customization	API	3rd Party Citizen Portal API Connector for Munis. Programming will be required by 3rd party or City.	API 3rd Party Citizen Portal API Connector for Munis. cost is \$7,500. Please see Tyler quote provided.

Tyler, through its initial proposal response, has indicated that the following City-defined data exchanges are not available:

Req #	System/Interface	Vendor	Reason for Integration	Tyler Proposal Response	Method of Integration (flat-file, API, XML, HTTP, etc.)	Vendor Comments	Cost to Develop
INT.6	Generate reports from Superion	Cognos	<b>Send:</b> The ERP system should be able to send information to Cognos.	Standard	Export	Assuming compatible file format	
INT.14	Current credit card processing vendor	Chase Paymentech	<b>Receive:</b> The ERP system should be able to receive payment verification back	No		Assumes this integration is for Tyler Cashiering EMV credit card gateway integrations. Tyler recommends that	

			from Paymentech. <b>Send:</b> The ERP system should be able to send payment information to Paymentech for verification and settlement.			prospect use one of the two EMV certified gateway integrators (OpenEdge or BridgePay) for this functionality. With the BridgePay solution the prospect can still utilize Chase for their merchant services.	
INT.20	Future - Document management	Laiserfiche	<b>Receive:</b> The ERP system should receive documents from Laiserfiche. <b>Send:</b> The ERP system should send documents to Laiserfiche.	No		Tyler Recommends Tyler Content Manager for document maintenance	
INT.21	Current - Document Management	Questys	<b>Receive:</b> The ERP system should be able to receive information from Questys.	No		Tyler Recommends Tyler Content Manager for document maintenance	