



## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“City Business Day”** means any day other than a Saturday, Sunday, or legal holiday as observed by the city of Cupertino, California.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is attached as Exhibit B.1.
- **“Client”** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“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 by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** 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 our customers who have a right to use the Tyler Software. Our current Support Call Process is attached as Exhibit C.1.
- **“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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“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 – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
  - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. Data.
  - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that, except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services. Tyler shall not access City user accounts or City data collected, except (1) as essential to fulfillment of the objectives of this Agreement, (2) in response to service or technical issues, or (3) at City's written request.
  - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement.
  - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
    - 3.3.1. In carrying out the SaaS Services, Tyler shall endeavor to protect the confidentiality of all confidential, non-public Data as follows:
    - 3.3.2. Implement and maintain appropriate security measures to safeguard against unauthorized access, disclosure, or theft of Data in accordance with recognized industry practice.
    - 3.3.3. City Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Tyler is responsible for encryption of the City Data. Tyler shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Federal Security Requirements for Cryptographic Modules for all personal data, unless City approves the storage of personal data on Tyler's portable device in order to accomplish work as defined in the statement of work.
  - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws. Tyler will notify City of a confirmed security breach (meaning a confirmed unauthorized access or disclosure of Client Data protected under applicable data protection laws as soon as possible after Tyler becomes aware of it. The notice shall include: known information about the nature of the unauthorized access, use of disclosure; the confidential information accessed, used or disclosed; the person(s) who accessed, used, disclosed and/or received protected information (if known); what Tyler has

done or will do to mitigate any deleterious effect of the unauthorized access, use of disclosure, and what corrective action Tyler has taken or will take to prevent future unauthorized access, use of disclosure. In the case of personally identifiable information (PII) or protected health information (PHI), Tyler will reimburse Client for reasonable direct costs that Client incurs under applicable data breach notification laws provided such costs directly result from a confirmed breach of Client Data for which Tyler is determined to have breached its security obligations under this Agreement. Client must provide Tyler with reasonable documentation of such costs prior to reimbursement

3.5. Tyler shall provide access to City reports in a format as specified in the SLA agreed to by both Tyler and City. Reports shall include user access, user access IP address, user access history, and security logs for all City files related to this Agreement.

#### 4. Restrictions.

##### 4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process. For a period of five (5) years from the Effective Date, if a new release of the Tyler Software included within scope as of the Effective Date removes functionality that was provided to you as part of the original implementation, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.

#### 6. SaaS Services.

6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for the duration of the Agreement. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a

summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers. Tyler will not transfer Client Data outside territorial limits of the United States of America without prior permission from you.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations. If we are aware of any data loss, we will communicate the details of such loss to you.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-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, we will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the

Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are our good-faith estimates of the amount of time and materials required for your implementation, up to the maximum amounts set forth in the Investment Summary. This not-to-exceed commitment is contingent on your timely meeting of your obligations under this Agreement. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units, as set forth in the Investment Summary.

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 is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for sixty (60) days from the date of the quote.
4. Assignment and Removal of Personnel. 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.

Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside 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 your written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have reasonably sufficient, experience, and project knowledge to perform the applicable obligations under the Agreement. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses of such personnel to be invoiced in accordance with the Agreement and Business Travel Policy.

5. Cancellation. If you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

6. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. 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.
7. Licenses and Permits. Tyler represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to carry out the purposes of this Agreement.
8. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable 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.
9. Policy Compliance. Tyler will agree to comply with Client's policies that have been disclosed to Tyler as of the Effective Date, and thereafter as have been mutually agreed upon between the parties.
10. Compliance with Accessibility Standards. In the performance of services, Tyler shall comply with and adhere to all applicable elements of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.).
11. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
12. Party Cooperation. B Both parties acknowledge that the successful implementation of the Tyler Software is a collaborative effort that requires timely participation, communication, and resource commitments from each side. The City will make reasonable efforts to provide the necessary access to personnel, information, and resources to support the project in accordance with the Agreement and the mutually agreed-upon project schedule. Tyler will likewise make reasonable efforts to support the City by providing timely guidance, clear expectations, and proactive communication throughout the project. Each party agrees to notify the other as soon as reasonably possible if it becomes aware of any circumstance that may impact its ability to meet a project commitment, so that both parties can work together to make appropriate adjustments. Delays or missed milestones that result from a party's failure to meet the responsibilities outlined in this section will be attributable to that party. Delays or missed milestones will be discussed in weekly project management meetings in order to develop a strategy using best efforts to get the schedule back on track.
13. Maintenance and Support Services.
  - 13.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
    - 13.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
    - 13.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
    - 13.1.3. 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;
- 13.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
  - 13.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
  - 13.3. We will use all commercially reasonable and best efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
  - 13.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

## SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-

Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to five (5) years, commencing on July 1, 2026. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
  - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
  - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.  
*Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.
3. Return of Client Data. In the event of termination of the Agreement, and upon reasonable advance notice, Tyler shall promptly make all Data available to you in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.
4. Disentanglement. In connection with the termination of this Agreement for any reason or expiration of this Agreement, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to you, or to any replacement providers designated by you (a "Disentanglement"). The parties shall reasonably cooperate in good faith during Disentanglement. You shall reimburse Tyler for its reasonable costs and expenses incurred in providing Disentanglement services to you as set forth in the parties' executed change order or addendum.

## SECTION F – 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 F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
  - 1.3. 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:
    - 1.3.1. procure the right to continue its use;
    - 1.3.2. modify it to make it non-infringing; or
    - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
  - 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.
  - 1.5. For the avoidance of doubt, this Section F(1) is not subject to the limitation of liability set forth in Section F(4).
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 (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our 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. For the avoidance of doubt, this Section F(2) is not subject to the limitation of liability set forth in Section F(4).
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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 (i) DURING THE INITIAL TERM, AS**

SET FORTH IN SECTION E(1), THE GREATER OF 2X TOTAL FEES PAID AS OF THE TIME OF THE CLAIM OR FIVE MILLION DOLLARS (\$5,000,000); OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(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, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF CERTAIN DAMAGES SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
  
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$2,000,000 per occurrence and \$4,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$5,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$7,000,000. 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. Limits may be provided through a combination of primary and umbrella/excess liability policies.

## **SECTION G – 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 (20) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty (20) months have expired, you may purchase additional products and services at our then-current pricing, 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. **Performance Issues and Dispute Resolution.**
  - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
  - 2.2. ***Invoice Issues.***
    - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
    - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

- 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute fees related to a particular invoice when you fail to pay undisputed fees on that invoice within sixty (60) days of our notice that the fees are overdue.
    - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
    - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
  - 2.3. *Dispute Resolution.* 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 fifteen (15) business 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 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 state or federal court of competent jurisdiction located in Santa Clara County, California. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. 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.
4. Nondiscrimination. Consistent with City's policy prohibiting harassment and discrimination, Tyler agrees that neither it nor its employee or subcontractors shall harass or discriminate against a job applicant, a City employee, or a citizen on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class status. Tyler agrees that any and all violations of this provision shall constitute a material breach of this Agreement. Tyler agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. 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.

8. 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.
9. 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.
10. 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, or implied. 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 in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. 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.
12. 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.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Client and Tyler intend that the relationship between them created by this Agreement is that of independent contractor. No civil service status or other right of employment will be acquired by virtue of Tyler's services. None of the benefits provided by Client to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation, and sick leave are available from Client to Tyler, its employees, or agents. Tyler is not a "public official" for purposes of Government Code §§ 87200 et seq.
14. 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: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement 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.

15. Client Lists. You agree that we may identify you by name in client lists following implementation, and with your prior written consent, marketing presentations and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
  - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. 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.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. 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.
20. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms
- Exhibit E** Statement of Work
- Exhibit F** Tyler’s Proposal dated May 28, 2025
- Exhibit G** Client’s RFP IT-2025-815 for an Enterprise Resource Planning System

In the event of a conflict in the contract documents listed above, the conflicting language will be interpreted and resolved according to the following order of precedence:

- a. This Agreement, except for Exhibit F and Exhibit G
- b. Exhibit F
- c. Exhibit G

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 Cupertino, California

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

City of Cupertino  
10300 Torre Ave.  
Cupertino, CA 95014-3202  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Maddie McCambridge  
 Quote Expiration: 03/31/26  
 Quote Name: City of Cupertino, CA EERP  
 2025  
 Quote Description: City of Cupertino, CA RFP 2025  
 update 3.4.26  
 SaaS Term 5.00

**Sales Quotation For:**  
 CUPERTINO, CA  
 10300 TORRE AVE  
 CUPERTINO CA 95014-3202

**Shipping Address:**

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
Accounting	1	180	\$ 29,591.00
Accounts Payable	1	104	\$ 8,386.00
Assets Mobile	1	20	\$ 4,205.00
Budgeting	1	72	\$ 8,386.00
Capital Assets	1	64	\$ 5,124.00
Cash Management	1	52	\$ 4,519.00
Contract Management	1	40	\$ 3,536.00
eProcurement (Vendor Access and Punch-Out)	1	32	\$ 4,560.00
Project & Grant Accounting	1	64	\$ 3,536.00
Purchasing	1	148	\$ 7,070.00
<b>Human Resources Management</b>			
Employee Expense Reimbursement	1	64	\$ 3,900.00
Human Resources & Talent Management	1	116	\$ 5,170.00
Payroll with Employee Access	1	320	\$ 7,456.00
Time & Attendance w Mobile Access - Up to 250 Employees	1	128	\$ 9,952.00



Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	\$ 4,658.00	\$ 4,658.00	\$ 0.00	\$ 0.00
Capital Assets Import Hours	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
COA Import Hours	12	\$ 225.00	\$ 0.00	\$ 2,700.00	\$ 0.00
Custom Report Development	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00
Dedicated level PM - Financial phase 15 months with Post Go Live Support	15	\$ 14,800.00	\$ 0.00	\$ 222,000.00	\$ 0.00
Dedicated level PM - HCM phase 15 months with Post Go Live Support	15	\$ 14,800.00	\$ 0.00	\$ 222,000.00	\$ 0.00
Enterprise Change Management	216	\$ 255.00	\$ 0.00	\$ 55,080.00	\$ 0.00
Executive Insights Implementation	1	\$ 8,400.00	\$ 0.00	\$ 8,400.00	\$ 0.00
Onsite Not to Exceed	116	\$ 225.00	\$ 0.00	\$ 26,100.00	\$ 0.00
Payroll Accruals Import Hours	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
Payroll Deductions Import Hours	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
Payroll Employee Master Import Hours	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
Position Control Import Hours	12	\$ 225.00	\$ 0.00	\$ 2,700.00	\$ 0.00
Post Go Live Support Phase 1 Financials hours	180	\$ 225.00	\$ 0.00	\$ 40,500.00	\$ 0.00
Post Go Live Support Phase 2 HCM hours	180	\$ 225.00	\$ 0.00	\$ 40,500.00	\$ 0.00
Remote Not to Exceed	308	\$ 225.00	\$ 0.00	\$ 69,300.00	\$ 0.00
State Retirement Tables Import Hours	12	\$ 225.00	\$ 0.00	\$ 2,700.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 30,350.00	\$ 0.00
Onsite Implementation	496	\$ 225.00	\$ 0.00	\$ 111,600.00	\$ 0.00
Remote Implementation	1336	\$ 225.00	\$ 0.00	\$ 300,600.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 1,166,930.00</b>	<b>\$ 0.00</b>

### 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Cornerstone Inbound Data Feed	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,000.00	\$ 0.00	\$ 3,000.00

Cornerstone LMS Annual	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 24,000.00	\$ 0.00	\$ 24,000.00
Cornerstone LMS Course Content for Public Sector	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 13,500.00	\$ 0.00	\$ 13,500.00
Cornerstone LMS Create Content Authoring Tool	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,100.00	\$ 0.00	\$ 2,100.00
Cornerstone Outbound Data Feed	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Cornerstone Performance Management Annual	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 13,500.00	\$ 0.00	\$ 13,500.00
Pattern Stream Automated Document System - Implementation	64	\$ 185.00	\$ 0.00	\$ 11,840.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15,480.00	\$ 0.00	\$ 15,480.00
Third Party Verification Services	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>					<b>\$ 13,285.00</b>		<b>\$ 74,725.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 158,428.00
Total Tyler Services	\$ 1,166,930.00	\$ 20,000.00
Total Third-Party Hardware, Software, Services	\$ 13,285.00	\$ 74,725.00
<b>Summary Total</b>	<b>\$ 1,180,215.00</b>	<b>\$ 253,153.00</b>
<b>Estimated Travel Expenses excl in Contract Total</b>	<b>\$ 96,850.00</b>	

Client's purchase of the items listed above is subject to the Comments below  
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*

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
Content Manager Core				

Content Manager Core - General Billing	1	\$ 3,100.00	\$ 0.00	\$ 3,100.00
<b>Financials</b>				
Accounting	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Accounts Payable	1	\$ 7,600.00	\$ 3,800.00	\$ 3,800.00
Contracts	1	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
Project Accounting	2	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Purchase Orders	1	\$ 5,400.00	\$ 2,700.00	\$ 2,700.00
<b>Human Resources Management</b>				
Human Resources Management	1	\$ 14,300.00	\$ 7,150.00	\$ 7,150.00
<b>Revenue Management</b>				
General Billing	1	\$ 8,200.00	\$ 4,100.00	\$ 4,100.00
<b>TOTAL</b>				<b>\$ 30,350.00</b>

**Optional Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
Bid Management	1	40	\$ 4,316.00
<b>Priority Based Budgeting</b>			
Priority Based Budgeting - Base (3 Departments)	1	84	\$ 22,500.00
Priority Based Budgeting - Enterprise	1	128	\$ 72,000.00
<b>TOTAL:</b>			<b>\$ 98,816.00</b>

**Optional Professional Services**

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Priority Based Budgeting - Project Management Base	8	\$ 255.00	\$ 0.00	\$ 2,040.00	\$ 0.00

Priority Based Budgeting - Project Management					
Enterprise	16	\$ 255.00	\$ 0.00	\$ 4,080.00	\$ 0.00
Onsite Implementation	68	\$ 225.00	\$ 0.00	\$ 15,300.00	\$ 0.00
Remote Implementation	184	\$ 225.00	\$ 0.00	\$ 41,400.00	\$ 0.00
	<b>TOTAL</b>			<b>\$ 62,820.00</b>	<b>\$ 0.00</b>

### Tyler Annual Discount Detail (Excludes Optional Products)

Description	Imp. Hours	Annual Fee	Annual Fee Discount	Annual Fee Net
<b>Financial Management</b>				
Accounting	180	\$ 29,591.00	\$ 1,480.00	\$ 28,111.00
Accounts Payable	104	\$ 8,386.00	\$ 419.00	\$ 7,967.00
Assets Mobile	20	\$ 4,205.00	\$ 210.00	\$ 3,995.00
Budgeting	72	\$ 8,386.00	\$ 419.00	\$ 7,967.00
Capital Assets	64	\$ 5,124.00	\$ 256.00	\$ 4,868.00
Cash Management	52	\$ 4,519.00	\$ 226.00	\$ 4,293.00
Contract Management	40	\$ 3,536.00	\$ 177.00	\$ 3,359.00
eProcurement (Vendor Access and Punch-Out)	32	\$ 4,560.00	\$ 228.00	\$ 4,332.00
Project & Grant Accounting	64	\$ 3,536.00	\$ 177.00	\$ 3,359.00
Purchasing	148	\$ 7,070.00	\$ 354.00	\$ 6,716.00
<b>Human Resources Management</b>				
Employee Expense Reimbursement	64	\$ 3,900.00	\$ 195.00	\$ 3,705.00
Human Resources & Talent Management	116	\$ 5,170.00	\$ 259.00	\$ 4,911.00
Payroll with Employee Access	320	\$ 7,456.00	\$ 373.00	\$ 7,083.00
Time & Attendance w Mobile Access - Up to 250 Employees	128	\$ 9,952.00	\$ 498.00	\$ 9,454.00
<b>Revenue Management</b>				
Accounts Receivable	116	\$ 5,970.00	\$ 299.00	\$ 5,671.00
General Billing	52	\$ 3,163.00	\$ 158.00	\$ 3,005.00
<b>Content Management</b>				
Content Manager Core includes Onboarding	40	\$ 10,055.00	\$ 503.00	\$ 9,552.00
<b>Data Insights</b>				
Enterprise Analytics and Reporting w Executive Insights	116	\$ 18,785.00	\$ 939.00	\$ 17,846.00

Additional				
ACFR Statement Builder	52	\$ 6,697.00	\$ 335.00	\$ 6,362.00
Enterprise Forms Processing Software (including Common Form Set)	0	\$ 7,215.00	\$ 361.00	\$ 6,854.00
Integrations				
3rd Party Applicant Tracking API Connector	32	\$ 3,551.00	\$ 1,776.00	\$ 1,775.00
3rd Party Asset Management API Connector	32	\$ 3,551.00	\$ 1,776.00	\$ 1,775.00
General Ledger API Toolkit	32	\$ 4,936.00	\$ 2,468.00	\$ 2,468.00
Professional Services				
Tyler Managed Integrations (up to 5 integrations)	0	\$ 25,000.00	\$ 5,000.00	\$ 20,000.00
Recurring Services				
Data Access Services	0	\$ 3,000.00	\$ 0.00	\$ 3,000.00
<b>TOTAL</b>		<b>1,832</b>	<b>\$ 197,314.00</b>	<b>\$ 18,886.00</b>
<b>\$ 178,428.00</b>				

#### Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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 four (4) 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.

The Implementation Hours included in this quote assume a work split effort of 60% Client and 40% Tyler.

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.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact [CybersecuritySales@tylertech.com](mailto:CybersecuritySales@tylertech.com) to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

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

Amazon Web Services (AWS) has provided a credit in the amount of \$4,658 in sponsorship of your project.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Project Accounting conversion includes: Standard, Actuals - up to 10 years, Budgets - up to 10 years

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

Tyler will provide Third Party Verification Services pursuant to the Third Party Verification Services Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case as set forth below.

Contracts conversion includes: Standard

Tyler Software may include artificial intelligence ("AI") features that are provided as an administrative convenience, designed to analyze data or make suggestions, subject to changing laws applicable in your local jurisdiction. Client is responsible for independently validating the accuracy of data analyzed or suggestions provided via AI features and using such features only to the extent permissible under applicable law.

Your use of Cornerstone software and services is subject to the terms found at <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing this agreement or order, or using Cornerstone software or services, you agree that you have read understood and agree to such terms.

Content Manager Core - General Billing conversion includes: Standard - CID, Bills (Header, Detail), Payment History, Invoices

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

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

In the event Client acquires from Tyler any edition of 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 Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 7 years, Check History - up to 7 years, Earning/Deduction History - up to 7 years, PM Action History - up to 7 years, Certifications, Education

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

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.



## Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the agreement to which it is attached (“Agreement”), and under which we will provide certain Tyler software solutions listed in the Agreement’s Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to you (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed below, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Your payment of SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, SaaS Services, for the Migration Modules for the time period covered by your payment of SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules.** In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.

### Migration Modules

Asset Management

Bank Rec

ACFR

Contract Management

FM Base Suite

FM Dashboards

Misc Billing & Receivables

Project Accounting

Purchasing

NW Module - HR Modules

HR Base Suite

Benefits Administration

Cobra Billing Administration

Employee Event Tracking

Leave Management

Personnel Action processing

Position Budgeting

Workers Compensation Administration

Self Service eBenefits Admin

Self-Service eEmployee

Self Service eTimesheets

FM Analytics

HR Analytics



## Exhibit B Invoicing and Payment Terms

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

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

### 1. Tyler Annual Services.

1.1. *SaaS Services.* During the initial term, SaaS Fees are invoiced in accordance with the payment schedule below, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. SaaS Fees for renewal terms will be as follows: year six (6) through ten (10) will be capped at a three percent (3%) increase year over year. Your annual SaaS Fees for any renewal terms beyond year ten (10) will be at our then current rates.

Date	Quarterly/Annual SaaS Fee
7/1/2026	32,875.00
10/1/2026	32,875.00
1/1/2027	39,607.00
4/1/2027	39,607.00
7/1/2027	158,428.00
7/1/2028	158,428.00
7/1/2029	158,428.00
7/1/2030	158,428.00

1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees for renewal terms will be as follows: year six (6) through ten (10) will be capped at a three percent (3%) increase year over year. Your annual fees for any renewal terms beyond year ten (10) will be at our then current rates.

### 2. Tyler Services.

2.1. *Professional Services Generally:* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. The foregoing notwithstanding, Tyler shall withhold billing and invoicing of fifteen percent (15%) of the fees for implementation services billed on an hourly basis and delivered during a Phase until the earlier of (i) the Live Date of the applicable Phase, or (ii) the Phase reaches the

- Live Date identified in the project plan, unless Tyler is the cause of delay for the Live Date for that Phase.
- 2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
  - 2.3. *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. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 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 this Agreement.
  - 2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. 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. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.
3. Hardware & Third-Party Products.
    - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
    - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
    - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
    - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
    - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
    - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
  4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
  5. 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 the Business Travel Policy (B.1).

**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 available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**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 State and will be determined as required.

##### A. Overnight Travel

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

##### Departure Day

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

##### Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

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

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

## 5. Internet Access – Hotels and Airports

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

## 6. International Travel

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

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

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

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



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

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

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

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

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

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

#### b. Our Responsibilities

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

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### 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, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

### 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). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

### **Incident Handling**

#### *Incident Tracking*

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

#### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set 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 response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 incident. Once the incident has been confirmed, 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, 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, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system 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 Third-Party Terms**

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



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

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# Cupertino, CA

## SOW from Tyler Technologies, Inc.

2/4/2026

Presented to:  
City of Cupertino  
10300 Torre Ave  
Cupertino, CA 95014

Contact:  
Rich Boven  
Email: [richard.boven@tylertech.com](mailto:richard.boven@tylertech.com)  
1 Tyler Drive, Yarmouth, Maine 04096

# Table of Contents

- PART 1: EXECUTIVE SUMMARY ..... 1**
- 1. Project Overview ..... 1**
  - 1.1 Introduction ..... 1
  - 1.2 Project Goals ..... 1
  - 1.3 Project Success Criteria ..... 1
  - 1.4 Methodology ..... 2
  
- PART 2: PROJECT FOUNDATION ..... 4**
- 2. Project Governance ..... 4**
- 3. Project Scope Control ..... 5**
  - 3.1 Managing Scope and Project Change ..... 5
  - 3.2 Change Control ..... 5
  - 3.3 Change Request Management ..... 5
- 4. Acceptance Process ..... 6**
- 5. Roles and Responsibilities ..... 6**
  - 5.1 Tyler Roles & Responsibilities ..... 7
    - 5.1.1 Tyler Executive Manager ..... 7
    - 5.1.2 Tyler Implementation Manager ..... 7
    - 5.1.3 Tyler Project Manager ..... 7
    - 5.1.4 Tyler Implementation Consultant ..... 9
    - 5.1.5 Tyler Sales ..... 9
    - 5.1.6 Tyler Technical Services ..... 9
    - 5.1.7 Tyler API Services ..... 10
    - 5.1.8 Tyler Data Experts ..... 10
    - 5.1.9 Tyler Change Management Lead ..... 10
  - 5.2 City Roles & Responsibilities ..... 10
    - 5.2.1 City Executive Sponsor ..... 10
    - 5.2.2 City Steering Committee ..... 11
    - 5.2.3 City Project Manager ..... 11
    - 5.2.4 City Functional Leads ..... 12
    - 5.2.5 City Power Users ..... 13
    - 5.2.6 City End Users ..... 13
    - 5.2.7 City Technical Lead ..... 13
    - 5.2.8 City Change Management Lead ..... 14
  
- PART 3: PROJECT PLAN ..... 15**
- 6. Project Stages ..... 15**



6.1	Initiate and Plan .....	16
6.1.1	Initial Coordination .....	16
6.1.2	Project/Phase Planning.....	17
6.1.3	Infrastructure Planning .....	18
6.1.4	Stakeholder Meeting.....	19
6.1.5	This work package is not applicable.....	20
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	20
6.2	Assess & Define.....	20
6.2.1	Solution Orientation.....	20
6.2.2	Current & Future State Analysis.....	21
6.2.3	This work package is not applicable.....	22
6.2.4	Data Assessment.....	22
6.2.5	Conversion Assessment .....	24
6.2.6	Control Point 2: Assess & Define Stage Acceptance .....	25
6.3	Prepare Solution .....	25
6.3.1	Initial System Deployment .....	25
6.3.2	Configuration .....	26
6.3.3	Process Refinement .....	27
6.3.4	Conversion Delivery .....	29
6.3.5	This work package is not applicable.....	30
6.3.6	Control Point 3: Prepare Solution Stage Acceptance.....	30
6.4	Production Readiness .....	31
6.4.1	Solution Validation.....	31
6.4.2	Go-Live Readiness .....	32
6.4.3	End User Training.....	33
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	34
6.5	Production.....	35
6.5.1	Go-Live .....	35
6.5.2	Transition to Client Services.....	36
6.5.3	Post Go-Live Activities.....	37
6.5.4	Control Point 5: Production Stage Acceptance.....	38
6.6	Close.....	38
6.6.1	Phase Closeout.....	38
6.6.2	Project Closeout.....	39
6.6.3	Control Point 6: Close Stage Acceptance .....	40
<b>7.</b>	<b>General Assumptions.....</b>	<b>41</b>
7.1	Project .....	41
7.2	Resources and Scheduling .....	41
7.3	Data.....	42
7.4	Facilities.....	42
<b>8.</b>	<b>Glossary .....</b>	<b>43</b>
<b>PART 4:</b>	<b>APPENDICES .....</b>	<b>46</b>



<b>9. Conversion .....</b>	<b>46</b>
9.1 Enterprise ERP Conversion Summary .....	46
9.1.1 Accounting .....	46
9.1.2 Accounts Payable .....	46
9.1.3 Purchase Orders .....	46
9.1.4 Contracts .....	47
9.1.5 Project Accounting .....	47
9.1.6 Human Resources Management .....	47
9.1.7 General Billing .....	48
<b>10. Additional Appendices .....</b>	<b>49</b>
10.1 Change Management Services - Enterprise .....	49
10.1.1 General Assumptions .....	49
10.1.2 Roles and Responsibilities .....	49
10.1.3 Change Management .....	50
10.2 Tyler and Client Work Split Assumptions .....	64
10.2.1 Increased Work Split Hours .....	64
10.3 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces .....	65
10.3.1 Planning .....	65
10.3.2 Validation .....	66
10.4 This work package is not applicable .....	67
<b>11. Project Timeline .....</b>	<b>68</b>
11.1 ERP Project Timeline .....	68
11.2 This work package is not applicable .....	69



# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is contracted to provide integrated software and technology services for the City of Cupertino (“City”). Tyler’s end-to-end solutions will empower the City to operate more efficiently and connect more transparently with their constituents and within its organization. By connecting data and processes across disparate systems, Tyler’s solution will transform how the City gains actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement (collectively the “Project”) between Tyler and the City.

The overall goals of the project are to:

1. Modernize Core Business Operations
2. Improve Efficiency and Reduce Manual Work
3. Enhance Data Accuracy and Reporting
4. Strengthen Controls, Compliance, and Audit Readiness
5. Support Scalable and Sustainable Operations
6. Improve User Experience and Adoption
7. Enable Integration Across City Systems
8. Increase Transparency and Service Quality
9. Ensure Secure and Reliable Operations
10. Deliver the Project On Time and Within Budget

### 1.3 Project Success Criteria

Project success depends on clear communication, shared understanding, and mutual accountability between the City and Tyler. The following criteria define what successful delivery looks like for this Project:

#### **Shared Understanding of City Needs**

Tyler demonstrates a clear and ongoing understanding of the City’s business, technical, and operational requirements as defined, documented, and refined throughout the Project.

#### **Alignment with City Processes**

Tyler fully understands the City’s current business processes and ensures that proposed and implemented solutions meet City requirements while improving efficiency and usability.

#### **Thoughtful Business Process Improvement**

Tyler proactively recommends business process changes where appropriate to leverage best practices, improve efficiency, and support future growth, with changes validated and approved by the City.



### Adequate and Consistent Resourcing

Both the City and Tyler provide appropriately skilled and consistent project resources, as defined in the Project plan, to support timely and effective delivery.

### Effective Collaboration and Issue Resolution

The City and Tyler collaborate openly and proactively, both internally and with each other, to identify, communicate, and resolve project risks and challenges in a timely manner.

### Change Management, Training, and Support

Change management is planned and executed effectively, including role-based training and post-implementation support, to ensure successful user adoption and long-term sustainability of the solution.

## 1.4 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

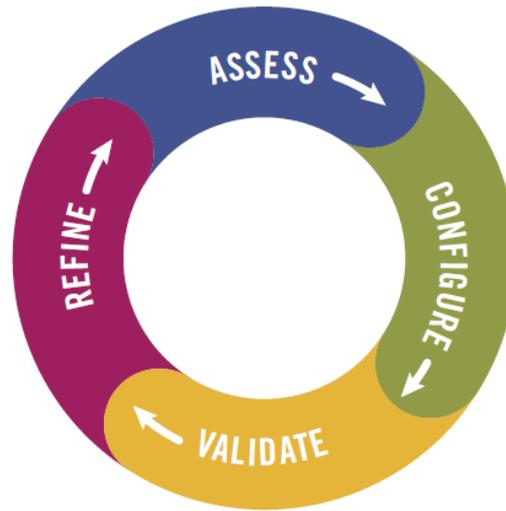
The project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler’s Implementation process is to employ an iterative model where the City’s business processes are assessed, configured, validated, and refined cyclically in line with the contract budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



# Part 2: Project Foundation

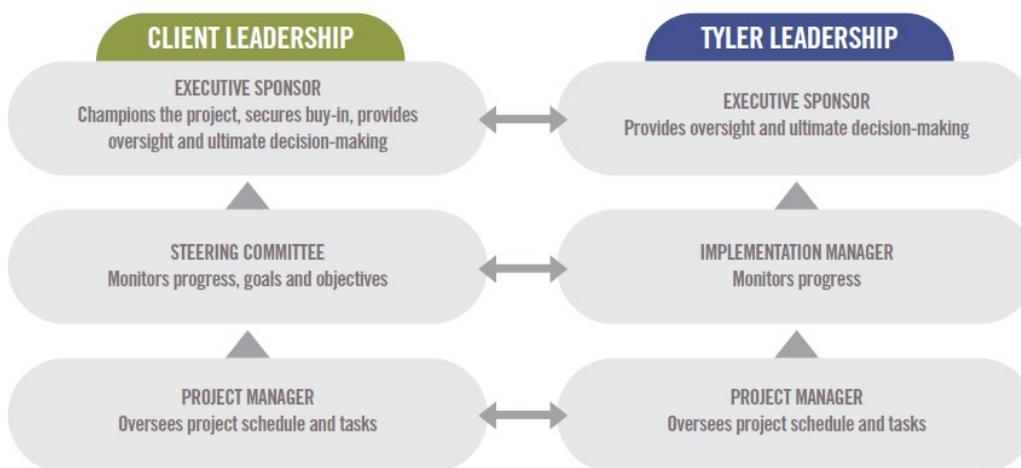
## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet 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 defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If 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.

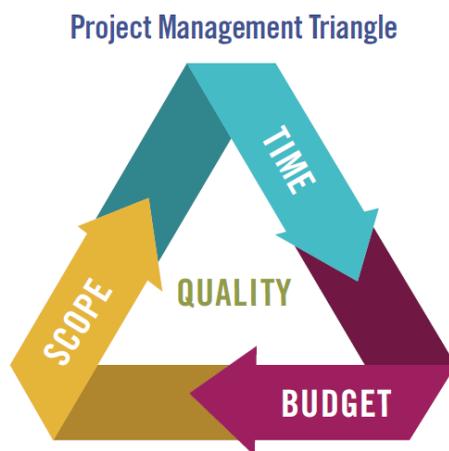
### Project Governance Relationships



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for the City. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change, including reference to Statement of Work or Investment Summary where appropriate.
- A good faith estimate, or exact costs when known, of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to: the schedule; resource needs; or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). The mutually agreeable time period will be determined prior the Change Request being submitted and the exact review time period will be noted in the Change Request. Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

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

- The City shall have ten (10) business days from the date of delivery, or such other timeframe as may be mutually agreed upon in writing by the parties, to review and accept each Deliverable or Control Point. If the City does not agree that a Deliverable or Control Point meets the applicable requirements, the City shall notify the Tyler project manager(s) in writing, including the reasons for non-acceptance, within ten (10) business days of receipt or within the otherwise agreed-upon timeframe, which shall not be unreasonably withheld.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. 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.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.



## 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Manager

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 to escalate and facilitate implementation Project tasks and decisions.

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

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- 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 Tyler 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. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 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 the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Provide updates regarding the status of the budget in Status Calls



### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Updates the Project Plan before regularly scheduled Status Calls and sends an agenda 24 hours in advance. Once the Status Call has been completed, upload the completed Status Report to the Project Portal within 48 hours.

### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are 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 communicate 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.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

In addition to the responsibilities outlined above, the Tyler Project Manager shall:

- Be responsive to City inquiries and communications and provide timely, clear, and accurate responses.
- Demonstrate flexibility in scheduling meetings and working sessions to reasonably accommodate City's availability and operational constraints.
- Maintain current, accurate, and complete project planning documentation, including schedules, status reports, risk and issue logs, and other required project artifacts.
- Proactively identify potential delays, risks, or resource constraints and communicate them promptly and transparently to City.
- If the Tyler Project Manager fails to reasonably accommodate City's scheduling needs, does not respond to City communications in a timely manner, or consistently falls behind on required project planning or documentation, City may escalate the matter to Tyler's Implementation Manager and executive management for resolution.
- If such performance issues persist or become ongoing, City expects Tyler to promptly assign a replacement Project Manager with qualifications and experience acceptable to City, at no additional cost to the Project.

### 5.1.3.4 Resource 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.



- Aligns the internal Tyler Project team through a Project Portal (SharePoint) site that acts as a central repository for all project related artifacts, calendars, project plans, etc.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd 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).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.
- Possesses an understanding of the functionality within Tyler software products for their functional area(s) so that tasks are completed competently and efficiently.
- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions with the Tyler project manager and City project manager.
- Documents activities for onsite services and provides regular updates to the Tyler project manager.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
- Completes site reports detailing activities for each implementation day within 5 business days of the event(s) they facilitated

#### 5.1.5 Tyler Sales

- Provides Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



### 5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City, as the City builds interfaces.

### 5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

### 5.1.9 Tyler Change Management Lead

- Performs a Change Management Assessment of the City and provides results.
- Presents a Change Management Plan and related Communication strategies to City Change Management Lead.
- Delivers Change Management Fundamentals training to City Change Management Lead.
- Delivers a Change Management coaching presentation to the Sponsor and Change Management Team.
- Trains the City Change Management Lead in setting up and maintaining the Change Management Tracking Templates.
- Provides presentation for City Change Management Lead to use in training Change Management concepts and methodologies to Departmental Managers.

## 5.2 City Roles & 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

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its 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, 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.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.



## 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project 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 serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Supports the project within the organization.
- Ensures the Project is staffed appropriately and that 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
  - Needs of other client projects

## 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. The City Project Manager should communicate 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 necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Reviews invoicing for accuracy and ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.



### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that 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 schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate 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 the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

### 5.2.3.4 Resource 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.
- 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.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

### 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.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.



- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project 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
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

### 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 the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

### 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 schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.



- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources 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 acceptance to upgrade production environment.

#### 5.2.8 City Change Management Lead

- Executes Change Management Plan
- Validates that 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.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

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 Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists 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 has been accepted by the City.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

The RACI matrices below clarify Tyler and City project roles by defining who is:

- Responsible: the actual owner of a project or task
- Accountable: ensures the work is getting done
- Consulted: opinion is gathered
- Informed: within the communication loop, but doesn’t have to be consulted on the task



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project 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 and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

### 6.1.2 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 (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- City has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The City is responsible for the installation, setup and maintenance of all peripheral devices.

**Objectives:**

- Ensure the City’s infrastructure meets Tyler’s application requirements.
- Ensure the City’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler							City										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	
Initial Infrastructure Communication		A	R		C		C				C							C
Schedule Environment Availability		A	R				C				I							

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None



6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Provide pre-requisites			A	R						I	I		I	I		I
	Complete pre-requisites										A	R		C			C
	Conduct orientation			A	R						I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

<b>STAGE 2</b>	<b>Current &amp; Future State Analysis</b>	
	Tyler	City



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

**Work package assumptions:**

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

**6.2.3 This work package is not applicable.**

**6.2.4 Data Assessment**

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City’s current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.



**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, the City is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			A		R						I						C
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

**Work package assumptions:**

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard conversion format. If the source data is from a third-party, the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



## 6.2.5 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, the City is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			A		R						I						C
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

### Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard conversion format. If the source data is from a third-party, the client will provide Tyler with the data in a mutually agreed upon format.



- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

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

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

#### Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City



<p>RACI MATRIX KEY:  R = Responsible  A = Accountable  C = Consulted  I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on City Devices (if applicable)	Software is accessible
Installation Checklist/System Document	

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

**6.3.2 Configuration**

The purpose of Configuration is to prepare the software product for validation.

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. The City collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.



- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

**6.3.3 Process Refinement**

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the City understands future state processes and how to execute the processes in the software.



- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

**Work package assumptions:**

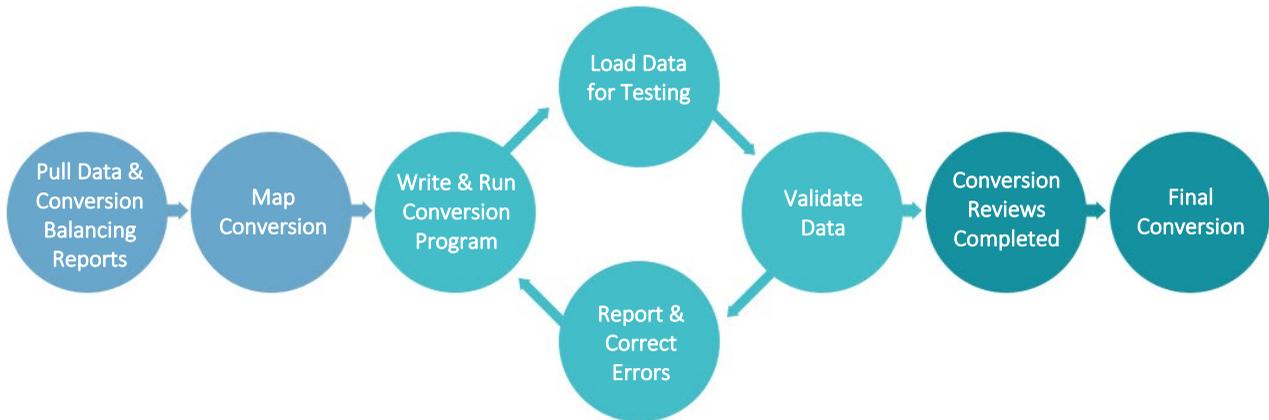
- None



### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			



Iterations: Conversion Development			A	C	R							I						I
Iterations: Deliver converted data			A		R							I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C							A	R			C		C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

**Work package assumptions:**

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

**6.3.5 This work package is not applicable.**

**6.3.6 Control Point 3: Prepare Solution Stage Acceptance**

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.



## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Solution Validation Report	City updates report with testing results

#### Work package assumptions:

- Designated testing environment has been established.



- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Tyler will develop a comprehensive Go-Live Action Plan based on proven methodologies and lessons learned from prior ERP implementations with local government agencies. This plan will leverage Tyler’s experience to identify critical success factors, common risks, and effective transition strategies to ensure a smooth and controlled go-live.

The Go-Live Action Plan will be tailored to the City’s specific business processes, user groups, and functional modules included in the go-live scope. This includes aligning cutover activities with departmental workflows, defining module-specific readiness criteria, validating data conversion and integrations, and coordinating user access, security roles, and end-user training. Tyler will work closely with City stakeholders to confirm responsibilities, timelines, and communication protocols leading up to go-live.

Post-go-live activities will be an integral part of the plan and will include hypercare support, issue tracking and resolution, system stabilization, knowledge transfer, and transition to steady-state support. Tyler will also support post-go-live validation of business processes, reporting, and integrations, and will collaborate with the City to identify optimization opportunities and next-phase enhancements once the system is stabilized.

### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C



Order peripheral hardware (if applicable)			I							A	R							C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C				C
Final system infrastructure review (where applicable)			A					R			C							C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one recorded occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

<b>STAGE 4</b>	<b>End User Training</b>	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)				C	C						A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

**Work package assumptions:**

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.



## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

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

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			



Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data is available in production environment	City confirms data is available in production environment

**Work package assumptions:**

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

<b>STAGE 5</b>	<b>Transition to Client Services</b>																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads

Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			



Inputs	List of post Go-Live activities	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage shall occur only upon the City’s review and approval.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

**Objectives:**

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out	
	Tyler	City



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**



- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

**6.6.3 Control Point 6: Close Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below.

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**



- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The both parties Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and 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, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.



- The both parties will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

### 7.3 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration 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.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

### 7.4 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<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 documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<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.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 Enterprise ERP Conversion Summary

#### 9.1.1 Accounting

##### 9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

##### 9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

#### 9.1.2 Accounts Payable

##### 9.1.2.1 Vendors

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

##### 9.1.2.2 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

##### 9.1.2.3 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

#### 9.1.3 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.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.



## 9.1.4 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

## 9.1.5 Project Accounting

### 9.1.5.1 Project Accounting Master Tables

- 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

### 9.1.5.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 7 years

### 9.1.5.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 7 years

## 9.1.6 Human Resources Management

### 9.1.6.1 HRM Employee Master Information

- 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

### 9.1.6.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 7 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

### 9.1.6.3 Check History

- Up to 7 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.



#### 9.1.6.4 Earning/Deduction Hist.

- Up to 7 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.

#### 9.1.6.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 7 years

#### 9.1.6.6 Certifications

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

#### 9.1.6.7 Education

- Codes for institution, type of degree, and area(s) of study

### 9.1.7 General Billing

#### 9.1.7.1 Customer Master Files

- Customer information

#### 9.1.7.2 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

#### 9.1.7.3 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

#### 9.1.7.4 Content Manager Core – General Billing



## 10. Additional Appendices

### 10.1 Change Management Services - Enterprise

#### 10.1.1 General Assumptions

- The Tyler Change Management Lead will assist, coach, and monitor the City Change Management Lead and Change Management activities for both Phase 1 and Phase 2.
- The Project Sponsor will be engaged in Change Management activities throughout the project.
- A City Change Management Lead will be assigned to the project and will develop the expertise and capacity to execute Change Management tasks throughout all phases of the project.
- A City Change Management Team will be formed with representation from all impacted areas of the organization.
- Change Management activities will be integrated with the Project Plan and alignment reviewed and modified regularly, as needed.
- The City will identify all stakeholders impacted by the project at the start of the project.
- The City will put feedback mechanisms in place.
- The City will encourage invited staff to participate in surveys used for assessment and monitoring.
- Lessons Learned sessions will be held at the start of each Stage, beginning with Stage 3.

#### 10.1.2 Roles and Responsibilities

##### 10.1.2.1 Tyler Change Management Lead

- Performs a Change Management Assessment of the City and provides detailed results.
- Collaborates with the City to establish an integrated Change Management Guide and related Communication strategies.
- Delivers Change Management Fundamentals training to City Change Management Lead.
- Delivers Change Management coaching presentations to the Sponsor, Change Management Lead, and Change Management Team.
- Assists, trains, and coaches the City Change Management Lead in setting up and maintaining the Change Management Tracking Templates.
- Provides training on Change Management coaching concepts and methodologies.
- Builds Change Management capacity in the City to sustain Change Management activities in future phases of the project.
- Assists the City with the execution of the Change Management Plan throughout the project.

##### 10.1.2.2 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.



### 10.1.3 Change Management

The following Change Management sections follow the same implementation methodology as defined in Section 6: Project Stages. Each deliverable and acceptance criteria outlined in the Change Management section therefore becomes part of the overall Project Acceptance and Acknowledgement process for each Stage.

#### 10.1.3.1 Initiate and Plan (Stage 1)

N/A

#### 10.1.3.2 Assess and Define (Stage 2)

##### 10.1.3.2.1 Organizational Change Readiness Assessment

Tyler Change Management Lead will use survey tools and interviews to gather information and data to understand the scope and organizational readiness for the planned implementation of the project.

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

	Tyler								City												
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team	
Prepare CM Capacity Surveys for Analysis			C	R						C		C		A							
Take Surveys			A							R	R	R	R	R	R	R	R	R	R	R	R
Prepare and Deliver Assessment			A	R						I		I		I							I

##### 10.1.3.2.2 Fundamentals Change Management Introduction

The Tyler Change Management Lead will meet and conduct presentations to the City CM Lead, the City Sponsor, and the City CM Team. The City CM Lead will also attend a change management fundamentals training session provided by the Tyler CM Lead. These presentations and the training will form the foundation and initial Change Management capacity building for the organization.

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



	Tyler								City												
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team	
Sponsor Meeting			A	R						R		A		I							
CM Lead Meeting			A	R								A		R							
CM Team Meeting			A	R								A		I						R	

### 10.1.3.2.3 Change Management Plan Preparation

The Tyler Change Management Lead will work with the City CM Lead to complete the Change Management Plan and tools templates.

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

	Tyler								City												
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team	
Change Management Preparation			A	R								A		R						I	

### 10.1.3.2.4 Change Management Plan Alignment

The Tyler Change Management Lead will review the Change Management Section of the Implementation Plan with the City CM Lead to note any changes that have occurred which will impact the Change Management Plan. Any changes will be captured, and the Change Management and Project Plans will be updated, with any material changes following the Project Change Control process.



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

	Tyler								City												
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team	
Review Change Management Plan		C	A	R						C	I	A		R							I

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

### 10.1.3.2.6 Assess & Define Stage Deliverables

#### Organizational Change Readiness Assessment

- Objective: Determine the organizations preparedness for change activities and determine the ability of the various stakeholders impacted by the change to adopt the change and move toward the future state.
- Scope: Utilize surveys, interviews, and evaluation methodologies to gauge and score the readiness for change, risk of change, and sponsor positioning for the project.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### Fundamentals Change Management Introduction

- Objective: Begin the process of developing capacity for change within the organization by helping the organization gain an understanding of Change Management concepts and the various roles utilized to assist in successful Change Management
- Scope: Provide three presentations and reference documents to different audiences; 1) Sponsor, CM Lead, and the Change Management Team, as an overview of their specific roles in Change Management.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### Change Management Plan Preparation

- Objective: Change Management Plan with strategies, tactics, and best practices to address specific areas of Change Management based on the Organizational Change Readiness Assessment.
- Scope: Sponsor Strategy, CM Lead Strategy, Coach Strategy, Team Leads Strategy, Communication Strategy, Resistance Management Strategy, Lessons Learned Strategy, and Project Reinforcement Strategy. Sponsor Guide with a Sponsor Messaging Template. Procedural Change Management Guide with a Process Change Tracking Template. Resistance Management Guide with a Resistance



Management Tracking Template. Recognition and Lessons Learned Guide with a Lessons Learned Review Template.

- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### Change Management Plan Alignment

- Objective: Ensure the Change Management Plan is in alignment with the Project Plan and that activities and milestones are coordinated with project activities.
- Scope: Modify the Change Management or Project Plan, as required, any material changes follow the project change control process.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### 10.1.3.2.7 Assess & Define Stage Acceptance Criteria

- Sponsor Role Presentation
- Change Management Lead Role Development Presentation
- Change Management Team Coaching Presentation
- Organizational Change Readiness Assessment
- Change Management Plan
- Alignment of the Change Management Plan with the Project Plan

#### 10.1.3.3 Prepare Solution (Stage 3)

##### 10.1.3.3.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 2

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.



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

	Tyler									City										
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes			I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys			A										R	C				R		
Prepare and Deliver Results			A	R						I	I	I		I						I

### 10.1.3.3.2 Change Management Coach Development

Coach Development supports the current project change; but more importantly builds a capacity for change within the organization for future changes. This is a Train-the-Trainer approach whereas the Tyler Change Management Lead provides training, information, and tools for the City Change Management Lead to facilitate sessions for line Managers and Supervisors to gain an understanding of Change Management for use in the Testing and Training Stage of the project.



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	Tyler									City										
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Ensure Participation			R							R	A	R				R				
Facilitate Sessions			A	A	I							A		R						R

### 10.1.3.3.3 Stage 3 Change Management Program Monitoring Collaboration

The Tyler CM Lead will review the CM Tracking Tools with the City CM Lead to ensure they are up to date and coach the City CM Lead, Sponsor, or CM Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

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

	Tyler									City										
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Manage CM Tracking Tools			A	I								A		R						
Have access to CM Tracking Tools		I	I	I	I					I	I	I		R						I



### 10.1.3.3.4 Process Change Management Rollout

The current state/future state analysis sessions will drive the information to be captured in the Process Change Tracking tool by functional area (important that Functional Module Leads/SMEs are involved). Major process changes will be captured by the City project team and upon completion of the Process Change Tracking tool by the Project Team, the Tyler CM Lead will coach and help design the process change rollout with City Change Management Lead.

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	Tyler								City												
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team	
Develop Process Change Rollout			I	A						I	I	I		R							I
Communicate Process Changes through-out Testing and Training			R	R	R					R	R	R	R	R	R	R		R	R	R	

### 10.1.3.3.5 Control Point 3: Prepare Solution Stage Acceptance

### 10.1.3.3.6 Build and Validate Stage Deliverables

#### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### Change Management Coach Development

- Objective: Train and coach the City CM Lead and provide a template presentation for the City CM Lead to build Change Management capacity in the organization, inform, and train line managers and supervisors on Change Management concepts in preparation for the Testing and Training stage of the project.
- Scope: Build additional change capacity in the City CM and the organization for the remainder of the project and future change initiatives.



- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### Change Management Program Monitoring

- Objective: Ensure performance of the change activities by monitoring and coaching delivery of Change Management components.
- Scope: Tyler CM Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### Process Change Management Rollout

- Objective: Capture significant and critical process changes and develop a plan to communicate and prepare end-users for these changes before and during end-user training.
- Scope: All significant and critical process changes brought about by the implementation of the new ERP system.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

#### 10.1.3.3.7 Prepare Solution Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Template for the Coach Presentation
- Change management Program Monitoring Collaboration Visit(s)
- Completed Process Change Tracking Tool

#### 10.1.3.4 Production Readiness (Stage 4)

##### 10.1.3.4.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 3

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.



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

	Tyler								City											
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes			I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys			A										R	C				R		
Prepare and Deliver Results			A	R						I	I	I		I						I

#### 10.1.3.4.2 Stage 4 Change Management Program Monitoring Collaboration

The Tyler CM Lead will review the CM Tracking Tools with the City CM Lead to ensure they are up to date and coach the City CM Lead, Sponsor, or CM Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

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

	Tyler								City											
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Manage CM Tracking Tools			A	I								A		R						
Have access to CM Tracking Tools		I	I	I	I					I	I	I		R						I



### 10.1.3.4.3 Change Management Go-Live Plan

The Tyler CM Lead will work with the Client CM Lead, CM Team, and Project Team to develop and execute a plan to ensure all affected Departments are made aware of the upcoming go-live and activities following go-live. This will include communications (for example: posters, email blasts, countdown clock, Departmental briefings, etc....), as well as capturing and funneling feedback to the Project Team for any rapid resistance management response needed, Sponsor messaging, and achievement celebrations.

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

	Tyler									City										
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Develop Communication Elements			C	R	I					I	I	C	I	R						R
Deliver Communication Elements			C	C	I					R	A	C	I	R	I	I	I	I	I	R
Capture Feedback and Mitigate Resistance		I	C	R	R						I	A	R	R	R	R	I	I	I	R

### 10.1.3.4.4 Control Point 4: Production Readiness

#### Production Readiness Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

##### Change Management Program Monitoring

- Objective: Ensure performance of the change activities by monitoring and coaching delivery of Change Management components.



- Scope: Tyler CM Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

Change Management Go-Live Process

- Objective: Communicate the schedule of the cutover from the current system and state to the new system and future state, including new processes and mitigation of any resistance.
- Scope: All impacted users.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

**Production Readiness Stage Acceptance Criteria**

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Change management Program Monitoring Collaboration Visit(s)
- Completed Cutover Communications

10.1.3.5 Production (Stage 5)

10.1.3.5.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 4

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

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

	Tyler								City											
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes			I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys			A										R	C				R		
Prepare and Deliver Results			A	R						I	I	I		I						I



### 10.1.3.5.2 Stage 5: Change Management Program Reinforcement

The Tyler CM Lead will review the CM Tracking Tools with the City CM Lead to ensure they are up to date and coach the City CM Lead, Sponsor, or CM Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

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

	Tyler								City											
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Manage CM Tracking Tools			A	I								A		R						
Have access to CM Tracking Tools		I	I	I	I					I	I	I		R						I

### 10.1.3.5.3 Control Point 5: Production

#### Production Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 5 acceptance.

##### Change Management Program Reinforcement

- Objective: Ensure sustained utilization, adoption, and proficiency by monitoring compliance of procedural changes and continue to build Change Management capacity within the organization.
- Scope: Tyler CM Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 5 acceptance.

#### Production Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured



- Change management Program Reinforcement Visit(s)

### 10.1.3.6 Close (Stage 6)

#### 10.1.3.6.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 5

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

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

	Tyler								City											
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes			I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys			A										R	C				R		
Prepare and Deliver Results			A	R						I	I	I		I						I

#### 10.1.3.6.2 Change Management Program Transition (End of Phase 1 of the Project)

The Tyler CM Lead transitions all monitoring and review of CM tracking tools from the project to the City CM Lead. The Tyler CM Lead ensures the City CM Lead has all the tools, presentations, and guides. The City should have adequate organizational change management capacity to continue monitoring the adoption of the new system and create a CM Program for use in future project phases or change initiatives.

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

	Tyler	City
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	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Ensure City has all CM tools, presentations, and guides.			A	R								A		R						I

### 10.1.3.6.3 Control Point 6: Close

#### Close Stage Deliverables

##### Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 6 acceptance.

##### Change Management Program Transition

- Objective: Transition execution of all Change Management tasks to the City CM Lead.
- Scope: Tyler CM Lead provides all tools, guides, and presentations from Phase 1 for the City CM Lead to use in subsequent project Phases or other change initiatives for the organization.
- Acceptance Criteria: Added to the control point for the project level Stage 6 acceptance.

#### Close Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- All CM tools, guides, and presentations



## 10.2 Tyler and Client Work Split Assumptions

### 10.2.1 Increased Work Split Hours

Additional hours were purchased in this contract to increase the work split from the standard 30% Tyler work effort to a 40% work effort. Clients have different needs and there are different ways the allocation of these hours can benefit the project. We will work with the client project manager during the planning sessions and project plan development to determine the best use of these hours. Common areas additional hours are used are:

- Configuration
  - Setting and Code configuration
  - Security and Workflow Building
- Data Conversion
  - Conversion Mapping
  - Conversion Proofing
  - Conversion Testing
  - Imports in lieu of conversion
    - Formatting files
    - Building custom templates
    - Testing imports/Data validation
- Training/Documentation
  - Additional repeat process training
  - Post Live Assistance
    - Bank Reconciliation assistance for additional months
    - Month-end assistance for additional months
    - Year-end assistance for multiple years
    - W-2/1099 processing for multiple years
  - Job aides/quick reference guides
  - End user training documentation
- Testing
  - Additional parallel processing
  - Test script building
  - Integration Testing
    - Import/Export template building
    - Import testing
    - Process validation/documentation

All clients have unique needs on a project. By defining the use of these hours during project planning, we have the flexibility to determine the greatest needs of your organization and plan accordingly. At any point in the project, we can revisit the use of these hours and adjust content as needed to support the success of the project.



## 10.3 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

### 10.3.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)\*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

#### Imports and Exports

The City and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

#### APIs\*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third-party API services.

STAGE 2	Current & Future State Analysis - Data Exchange																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R



### 10.3.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs\*) and the City tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Train standard or contracted Data Exchange(s) processing in Tyler software			A	R	I		I				C	I		I			C
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I	I		I				A	C		C			R
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	I	I		I				A	C		R			C

\* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.



10.4 This work package is not applicable.



# 11. Project Timeline

## 11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	Module	Duration in Months	Project Plan in Months																				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	Financials	12	[Green bar with star at month 12]																				
1a	Post-Live Support	3																[Light blue bar with star at month 18]					
2	Human Resource Management	12								[Green bar with star at month 12]													
2a	Post-Live Support	3																			[Light blue bar with star at month 21]		

Phase	Functional Area(s)	Modules	Duration
1a	Financials	<ul style="list-style-type: none"> <li>Accounting</li> <li>Accounts Payable</li> <li>Assets Mobile</li> <li>Budgeting</li> <li>Capital Assets</li> <li>Cash Management</li> <li>Contract Management</li> <li>eProcurement</li> <li>Project &amp; Grant Accounting</li> <li>Purchasing</li> <li>Accounts Receivable</li> <li>General Billing</li> <li>ACFR Statement Builder</li> </ul>	12 months or as defined in the Project Plan and mutually agreed upon
	System Wide	<ul style="list-style-type: none"> <li>Enterprise Analytics &amp; Reporting w Executive Insights</li> <li>Enterprise Forms</li> <li>Content Manager Core includes Onboarding</li> </ul>	Included in Phase 1



1b	Post Live Support	<ul style="list-style-type: none"> <li>• Post Live Support</li> </ul>	3 months
2a	Human Resources Management	<ul style="list-style-type: none"> <li>• Payroll with Employee Access</li> <li>• Human Resources &amp; Talent Management</li> <li>• Time &amp; Attendance with Mobile Access</li> <li>• Employee Expense Reimbursement</li> </ul>	12 months or as defined in the Project Plan and mutually agreed upon
2b	Post Live Support	<ul style="list-style-type: none"> <li>• Post Live Support</li> </ul>	3 months

11.2 This work package is not applicable.





**Exhibit F**  
**Tyler's Proposal dated May 28, 2025**

*\*incorporated by reference\**



**Exhibit G**  
**Client's RFP IT-2025-815 for an Enterprise Resource Planning System**

*\*incorporated by reference\**