



SOFTWARE AS A SERVICE AGREEMENT

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

WHEREAS, City selected Tyler to provide certain products and services set forth in the Investment Summary, including providing City 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 City agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"City"** means the City of Fresno, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Disaster"** means an event we declare that occurred at a data center hosting Tyler Software that caused you to lose access to the same including but not limited to a failure of telecommunications systems, electrical power or hardware.
- **"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.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** 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 F.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party 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 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.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“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 City.

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

2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **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 the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. **SaaS Services.**
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our

other customers.

- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a Disaster or component failure. In the event any of your Data has been lost or damaged due to an act or **omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours** from declaration of Disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a Disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a Disaster, **our Recovery Time Objective ("RTO") is twenty-four (24) hours.** For purposes of this subsection, RTO represents the amount of time, after we declare a Disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. **Socrata Terms and Conditions.** Tyler and City agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit E ("**Socrata Agreement**") with respect to the Socrata Capital Projects Explorer software and Socrata Open Finance software as more particularly described in Exhibit E attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. In the event of a conflict between any term or provision in Exhibit E to the Agreement, and any term or provision in the Agreement, the terms of Exhibit E shall govern.

SECTION C –PROFESSIONAL SERVICES

1. **Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work 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 thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, unless we agree otherwise in writing, 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 (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. If you cancel services more than two (2) weeks in advance, or if we cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by you), you will not be liable for any (a) non-refundable expenses or daily fees associated with canceled professional services.

5. Services Warranty. We will perform the 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.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. City Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 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;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, after you initiate a support call requesting our assistance, use the

secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols including but not limited to any requirements that you attend and supervise the connection. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms 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 for **a reason other than Tyler's material breach**, you will pay us for all 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 that you do not submit as invoice disputes in accordance with Section H(3). Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2). Payment for disputed products, services and expenses, and the City's remedies, will be determined in accordance with Section H(3).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **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.

- 2.4 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. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Termination without Cause during Initial Term. You shall not terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations.
3. For up to sixty (60) days after termination for any reason, upon your written request we will either, (a) return your Data in our possession to you in an industry standard format, or (b) destroy your Data in our possession using industry standard methods. After sixty (60) days, we will destroy your Data in our possession using industry standard methods.

SECTION G – 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 timely promptly in writing of the claim and give us sole control over its defense or settlement unless the loss or claim exceed the Tyler's limitation of liability, City shall have equal control over defense and settlement decisions. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

Indemnification. To the furthest extent allowed by law, Tyler shall defend, indemnify and hold harmless the City from and against any and all direct and indirect claims, losses, liabilities, damages, costs and expenses (including including losses and costs incurred by City and any reasonable attorney's fees and costs) which arise from Tyler's negligence or willful misconduct; a breach of Tyler's confidentiality (information not of public record) obligations arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to Tyler's performance under the contract. The City must timely notify Tyler in writing of the claim and give Tyler control over its defense or settlement; provided, however, that City must approve any settlement that requires City to admit liability, or which places a restriction on City or requires any action of City. The City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense. Tyler will defend, indemnify, and hold harmless the City from third-party claims that the Tyler software and/or documentation infringes an intellectual property right in accordance with Section H (1) of Tyler's standard contract

If we subcontract all or any portion of the services to be performed under this Agreement, we will require each subcontractor to indemnify, hold harmless and defend you and your officers, officials, employees, agents and volunteers in accordance with this paragraph. This section shall survive termination or expiration of this Agreement.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.**

Tyler, or any party Tyler subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for **“bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations** (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under **“Minimum Limits of Insurance.”**
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. **Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.**

Professional Liability (Errors and Omissions) insurance appropriate to Tyler’s profession including Technology Liability (Errors and Omissions) insurance appropriate to Tyler’s profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by Tyler in this Agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations as required by applicable law.

MINIMUM LIMITS OF INSURANCE

Tyler or any party Tyler subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

4. **TECHNOLOGY PROFESSIONAL LIABILITY** insurance with limits of not less than:

- (i) \$5,000,000 per claim/occurrence; and,
- (ii) \$5,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event Tyler purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers for claims arising out of this Agreement between Tyler and City.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Tyler shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Tyler shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to City upon written request.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed by blanket endorsement to contain, the following provisions, or their equivalent:

1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Tyler shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims between Tyler and City arising out of this Agreement, **Tyler's** insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of **Tyler's** insurance and shall not contribute with it. Tyler shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: TYLER TECHNOLOGY, INC. and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Technology Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Tyler.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Tyler, Tyler must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Tyler will provide thirty (30) days' written notice to the City of cancellation, non-renewal, or reduction in coverage or in limits applicable to City, and shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Tyler shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy without delay after the policy and/or endorsements have been received.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by Tyler shall not be deemed to release or diminish the liability of Tyler, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tyler. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tyler, its principals, officers, agents, employees, persons under the supervision of Tyler, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If Tyler subcontracts any or all of the services to be performed under this Agreement, Tyler shall require subcontractor(s) to maintain insurance coverage at levels no less than those required by this Agreement.

VERIFICATION OF COVERAGE

Tyler shall furnish City with all certificate(s) and **applicable blanket endorsements** effecting coverage required hereunder. All certificates and **applicable blanket endorsements** are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. If a claim or a loss occurs and the claim or loss is disputed or denied, Tyler will provide City with a complete copy of the applicable insurance policy upon request. Tyler will provide relevant portions of its policies upon specific request from City.

SECTION H – 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 twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12)

months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid through the implementation period and up until the final go-live date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a state or federal court serving Fresno, California. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. 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.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. 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.

9. 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.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists. In order to identify you by more than name only, or to identify you in, marketing presentations, and promotional materials, we shall obtain your written consent.

17. **Confidentiality**. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the 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.
18. **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.
19. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **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.
21. **Cooperative Procurement**. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. **Contract Documents**. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

Exhibit E Socrata Agreement
Exhibit F Statement of Work

City's RFP and Tyler's response are incorporated by reference as if set forth herein. The order of priority in the event of any conflict is (1) the Agreement; (2) Tyler's Proposal; and (3) the RFP.

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

CITY OF FRESNO,
a California municipal corporation

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

DocuSigned by:
By: Bryon Horn 1/29/2021
486DF11610CE4F8...
Bryon Horn
Chief Information Officer

By: Robert Kennedy-Jensen
Name: Robert Kennedy-Jensen

Title: Director of Contracts

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon Collet 1/29/2021
1CF05444CAA04DB...
Brandon M. Collet Date
Senior Deputy City Attorney

By: Andrea Fravert
Name: Andrea Fravert

Title: Director of Legal Affairs

ATTEST:
YVONNE SPENCE, MMC, CRM
City Clerk

DocuSigned by:
By: Marco Martinez 1/29/2021
21EE7D933C294EB...
Date
Deputy

Addresses:

City of Fresno
Attention: Bryon Horn
Chief Information Officer
2600 Fresno Street, Room 1059
Fresno, CA 93721
Phone: (559) 621-7119
FAX: (559) 457-1045

Tyler Technologies, Inc.
Attention: Chief Legal Officer
One Tyler Drive
Yarmouth, ME 04096
Phone: (800) 772-2260





Exhibit A Investment Summary

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

Tyler sales quotation to be inserted prior to Agreement execution.

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Quoted By: Jennifer Wahlbrink
 Date: 1/11/2021
 Quote Expiration: 12/31/2020
 Quote Name: City of Fresno-ERP-Munis
 Quote Number: 2019-73880-10
 Quote Description: 1-11-21 v.8 5yr SaaS

Sales Quotation For

City of Fresno
 2600 Fresno St
 Fresno, CA 93721-3601
 Phone +1 (559) 621-4636

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Accounting/GL	5.0	\$152,712.00	0	\$0.00	\$26,400.00
Accounts Payable	5.0	\$41,452.00	0	\$0.00	\$0.00
Bid Management	5.0	\$17,741.00	0	\$0.00	\$0.00
Budgeting	5.0	\$41,452.00	0	\$0.00	\$0.00
Capital Assets	5.0	\$37,847.00	0	\$0.00	\$5,000.00
Cash Management	5.0	\$27,315.00	0	\$0.00	\$0.00
Contract Management	5.0	\$16,868.00	0	\$0.00	\$6,500.00
Employee Expense Reimbursement	5.0	\$14,193.00	0	\$0.00	\$0.00
Project & Grant Accounting	5.0	\$23,654.00	0	\$0.00	\$11,000.00
Purchasing	5.0	\$66,345.00	0	\$0.00	\$4,500.00
Human Capital Management:					
ExecuTime Time & Attendance Mobile Access	5.0	\$4,021.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance	5.0	\$64,224.00	0	\$0.00	\$0.00
Human Resources & Talent Management	5.0	\$43,908.00	0	\$0.00	\$20,000.00
Payroll w/ESS	5.0	\$86,299.00	0	\$0.00	\$24,700.00
Revenue:					
Accounts Receivable	5.0	\$32,947.00	0	\$0.00	\$0.00

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Central Property File	5.0	\$4,283.00	0	\$0.00	\$0.00
General Billing	5.0	\$16,896.00	0	\$0.00	\$13,800.00
Tyler Cashiering	5.0	\$43,366.00	0	\$0.00	\$0.00
UB Interface	5.0	\$21,683.00	0	\$0.00	\$0.00
Utility Billing CIS	5.0	\$105,093.00	0	\$0.00	\$53,000.00

Productivity:

Citizen Self Service	5.0	\$32,947.00	0	\$0.00	\$0.00
eProcurement	5.0	\$26,020.00	0	\$0.00	\$0.00
Munis Analytics & Reporting	5.0	\$43,535.00	0	\$0.00	\$0.00
Tyler Content Manager SE	5.0	\$42,240.00	0	\$0.00	\$0.00
Tyler Notify	5.0	\$40,000.00	0	\$0.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	5.0	\$14,342.00	0	\$0.00	\$0.00

Additional:

CAFR Statement Builder	5.0	\$19,712.00	0	\$0.00	\$0.00
Munis API Toolkit Bundle	5.0	\$36,737.00	0	\$0.00	\$0.00
Tyler GIS - Site License	5.0	\$26,253.00	0	\$0.00	\$0.00

Sub-Total:

\$1,144,085.00

\$0.00 \$164,900.00

Less Discount:\$13,679.00\$0.00 \$0.00**TOTAL:****\$1,130,406.00****0** **\$0.00** **\$164,900.00****Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom Report Writing Hours	640	\$175.00	\$0.00	\$112,000.00
General Ledger / Accounting Lead	2640	\$185.00	\$0.00	\$488,400.00
Human Resource Lead	2080	\$185.00	\$0.00	\$384,800.00
Integration Lead	2184	\$175.00	\$0.00	\$382,200.00
Payroll Lead	1680	\$185.00	\$0.00	\$310,800.00
Procure to Pay Lead	2640	\$185.00	\$0.00	\$488,400.00
Technical Lead Months	30	\$7,500.00	\$0.00	\$225,000.00
Dedicated Project Mgt. & Integrated Change Mgt. Months	32	\$28,000.00	\$0.00	\$896,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Financial IC1	1352	\$175.00	\$0.00	\$236,600.00
Financial IC2	728	\$175.00	\$0.00	\$127,400.00
Payroll/Human Capital IC	1040	\$175.00	\$0.00	\$182,000.00
Testing Lead	2184	\$175.00	\$0.00	\$382,200.00
Development Services Hours	1032	\$175.00	\$0.00	\$180,600.00
50% Dedicated UB Project Manager (Monthly)	18	\$12,000.00	\$0.00	\$216,000.00
Utility Billing Advanced Discovery Phase	48	\$175.00	\$0.00	\$8,400.00
Utility Billing Integration Analysis Assistance	80	\$175.00	\$0.00	\$14,000.00
UB Implementation 50/50 Work Split	1008	\$175.00	\$0.00	\$176,400.00
P-Card Import Format	1	\$5,500.00	\$0.00	\$5,500.00
POS Cash Installation (Up to 3)	5	\$1,000.00	\$0.00	\$5,000.00
Tyler ReadyForms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$4,828,700.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	15	\$260.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1950GSR	15	\$450.00	\$0.00	\$6,750.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	15	\$30.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	15	\$62.00	\$0.00	\$930.00	\$0.00	\$0.00	\$0.00
KOA Hills Data Migration Leadership - Fin/HCM	1	\$90,000.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$0.00
KOA Hills Data Migration Leadership - Utility Billing	1	\$71,400.00	\$0.00	\$71,400.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	15	\$1,600.00	\$0.00	\$24,000.00	\$0.00	\$0.00	\$0.00
Tyler Notify SMS Text Plan (25,000 Messages)	1	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$37,680.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,250.00</i>		<i>\$0.00</i>	<i>\$0.00</i>

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
<i>3rd Party Services Sub-Total:</i>			<i>\$0.00</i>	<i>\$161,400.00</i>			<i>\$0.00</i>
TOTAL:				\$200,330.00			\$0.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$1,130,406.00
Total Tyler Services	\$4,993,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$200,330.00	\$0.00
Summary Total	\$5,193,930.00	\$1,130,406.00
Contract Total	\$10,845,960.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$200,000.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Accounting - Budgets up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Accounting Standard COA	\$4,000.00	\$0.00	\$4,000.00
Accounts Payable - Checks up to 5 years	\$5,400.00	\$0.00	\$5,400.00
Accounts Payable - Invoice up to 5 years	\$7,000.00	\$0.00	\$7,000.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Capital Assets Std Master	\$5,000.00	\$0.00	\$5,000.00
Contracts	\$6,500.00	\$0.00	\$6,500.00
General Billing - Bills up to 5 years	\$6,000.00	\$0.00	\$6,000.00
General Billing - Recurring Invoices	\$5,000.00	\$0.00	\$5,000.00
General Billing Std CID	\$2,800.00	\$0.00	\$2,800.00
Human Resources - Certifications	\$4,000.00	\$0.00	\$4,000.00
Human Resources - Education	\$4,000.00	\$0.00	\$4,000.00
Human Resources - PM Action History up to 5 years	\$4,000.00	\$0.00	\$4,000.00
Human Resources - Position Control	\$4,000.00	\$0.00	\$4,000.00
Human Resources - Recruiting	\$4,000.00	\$0.00	\$4,000.00
Payroll - Accrual Balances	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accumulators up to 5 years	\$3,500.00	\$0.00	\$3,500.00
Payroll - Check History up to 5 years	\$3,800.00	\$0.00	\$3,800.00
Payroll - Deductions	\$4,200.00	\$0.00	\$4,200.00
Payroll - Earning/Deduction Hist up to 5 years	\$5,500.00	\$0.00	\$5,500.00
Payroll - Standard	\$4,200.00	\$0.00	\$4,200.00
Project Grant Accounting - Actuals up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Project Grant Accounting - Budgets up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Project Grant Accounting Standard	\$4,000.00	\$0.00	\$4,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$4,500.00	\$0.00	\$4,500.00
Utility Billing - Balance Forward AR	\$14,300.00	\$0.00	\$14,300.00
Utility Billing - Consumption History up to 5 years	\$7,000.00	\$0.00	\$7,000.00
Utility Billing - Flat Inventory/Containers	\$7,400.00	\$0.00	\$7,400.00
Utility Billing - Service Orders	\$9,200.00	\$0.00	\$9,200.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Services	\$7,400.00	\$0.00	\$7,400.00
Utility Billing - Standard	\$7,700.00	\$0.00	\$7,700.00
TOTAL:			\$164,900.00

Optional SaaS

Optional SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
BMI Asset Track Interface	5.0	\$3,267.00	0	\$0.00	\$0.00
BMI CollectIT Interface	5.0	\$3,267.00	0	\$0.00	\$0.00
Inventory	5.0	\$37,847.00	0	\$0.00	\$8,000.00
Human Capital Management:					
ExecuTime Advanced Scheduling	5.0	\$44,196.00	160	\$28,000.00	\$0.00
Additional:					
SnapLogic - Up to 5 Integrations	5.0	\$5,000.00	40	\$7,000.00	\$0.00
Socrata Capital Projects Explorer	5.0	\$20,000.00	0	\$0.00	\$0.00
Socrata Open Finance	5.0	\$50,000.00	0	\$0.00	\$0.00
TOTAL:		\$163,577.00	200	\$35,000.00	\$8,000.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Payroll - State Retirement Tables - F	\$0.00	0	\$0.00	\$4,000.00	\$4,000.00	\$0.00
Utility Billing - Assessments - I	\$0.00	0	\$0.00	\$4,200.00	\$4,200.00	\$0.00
Utility Billing - Backflow - I	\$0.00	0	\$0.00	\$7,000.00	\$7,000.00	\$0.00
Utility Billing - Budget Billing - I	\$0.00	0	\$0.00	\$7,400.00	\$7,400.00	\$0.00
TOTAL:	\$0.00	0	\$0.00	\$22,600.00	\$22,600.00	\$0.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Socrata Capital Projects Explorer	1	\$4,200.00	\$0.00	\$4,200.00
Install Fee - Socrata Open Finance	1	\$7,000.00	\$0.00	\$7,000.00
TOTAL:				\$11,200.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory - Commodity Codes	\$3,000.00	\$0.00	\$3,000.00
Inventory Std Master	\$5,000.00	\$0.00	\$5,000.00
Payroll - State Retirement Tables	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Assessments	\$4,200.00	\$0.00	\$4,200.00
Utility Billing - Backflow	\$7,000.00	\$0.00	\$7,000.00
Utility Billing - Budget Billing	\$7,400.00	\$0.00	\$7,400.00
TOTAL:			\$30,600.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,500.00</i>		<i>\$0.00</i>	<i>\$0.00</i>
TOTAL:				\$2,500.00			\$0.00

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

Customer Approval: _____ Date: _____
Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comments

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

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

The Munis SaaS fees are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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

Utility Billing CIS includes the Graphing Agent.

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

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

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.

Total concurrent SaaS Users up to 300.



Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Client's quarterly SaaS fees for the initial term are set forth below.

Payment Date	Amount
2/1/2021	\$173,190.75
5/1/2021	\$173,190.75
8/1/2021	\$173,190.75
11/1/2021	\$173,190.75
2/1/2022	\$221,035.88
5/1/2022	\$221,035.88
8/1/2022	\$221,035.88
11/1/2022	\$221,035.88
2/1/2023	\$1,130,406.00
2/1/2024	\$1,130,406.00
2/1/2025	\$1,130,406.00

Upon expiration of the initial term, Client's SaaS fees will be invoiced annually in advance. For the first annual renewal term following the initial term, Client's SaaS fees will increase by five percent (5%). For four (4) consecutive annual renewal terms, Client's SaaS fees shall not increase. Beginning in the sixth annual renewal term following the initial term, Client's SaaS fees will be invoiced at our then-current rates.

2. **Other Tyler Software and Services.**

2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

2.2 *Implementation and Other Professional Services (including training) and other fixed price services:* Implementation and other professional services (including training) and other fixed price services not including Conversions, project management or development services are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Unless



we agree otherwise in a written amendment to this Agreement, the amount of fees for implementation and other professional fees shall not exceed the amounts reflected in the Investment Summary. Notwithstanding the foregoing, Tyler shall, by phase, withhold billing and invoicing an amount equal to fifteen (15) percent of the fee for each implementation and professional services delivered in a phase until the actual Phase go live date for the applicable phase. The amount withheld according to this paragraph will be due forty five (45) days from the invoice date and may only be withheld if a Priority Level 1 or 2 support incident is unresolved and properly submitted as a dispute in accordance with Section E.

2.3 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they 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. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.4 Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon City 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.

2.5 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 Other Services:

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.

Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.



3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

3.4 *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.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

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

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

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 that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

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

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

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

a. Your Responsibilities

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

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

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

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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



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

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

c. Client Relief

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

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

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

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

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

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

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

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

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

Support Availability

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

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



Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

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

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

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

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



Exhibit D
End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

DocOrigin

SOFTWARE LICENSE

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

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

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

1. LICENSE TERMS

- 1.1** In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "Evaluation Period"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

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- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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5. DISCLAIMER OF WARRANTIES.

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

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

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

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

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

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

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

7. TERM AND TERMINATION

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

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

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

8. GENERAL PROVISIONS

- 8.1 No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E Socrata Agreement

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Alert”** means a message that is delivered when City-defined thresholds are exceeded.
- **“API”** means application-programming interface.
- **“City Data”** means data, datasets, files, information, content and links uploaded or provided by City through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means 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.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A.
- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. 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 described in Section C of this Socrata Agreement.
- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean City.

SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to City the non-exclusive, non-assignable limited right to use the Socrata Socrata Capital Projects Explorer and Socrata Open Finance products on a subscription basis according to the terms of this Socrata Agreement and the SLA. City may access updates and



enhancements to the product, as described in Section C(9).

2. **SaaS Fees.** City agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with **Tyler's Invoicing and Payment Policy** (Exhibit B). The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. City acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if **you don't cure such failure to pay within forty-five (45) days** of receiving written notice of our intent to terminate.
3. **Ownership.**
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
 - 3.2 When City uploads or provides City Data to the Socrata SaaS platform, City grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the City Data **as needed in response to a Monthly Active User's use of the SaaS Services.**
 - 3.3 The SaaS Services provide you with functionality to make all or part of City Data available to the general public through one or more public facing websites. City determines which City Data is shared publicly, and City is solely responsible for determining the online terms of use and **licenses relative to the use by public users ("Public User") of City Data**, and the enforcement thereof. Once an internal user makes City Data publicly available using the SaaS Services, **Tyler has no control over a Public User's use, distribution, or misuse of City Data.** Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to City Data.
 - 3.4 Tyler reserves the right to develop derivative data assets based on City's **publicly available data.** **These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.**
 - 3.5 While Tyler agrees to never commercially sell data City makes publicly available, we reserve the right to commercially sell derivative data assets we create based on City's **public data.**
 - 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of City's **internally accessible private data** for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - 3.7 City retains all ownership and intellectual property rights to the City Data. City expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, City may export City Data as allowed by the functionality within the SaaS Services.
 - 3.8 If City provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may

use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to City.

4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for **use in the third party's business operations**; (b) **modify, make derivative works of, disassemble, reverse compile, or reverse engineer** any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 City acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the City Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless City has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide City with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by City will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. City may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal City Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in

compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. **Your Responsibilities.** City (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of City, as to its use of the SaaS Services, City Data, and instructions to Tyler regarding the same.
8. **City Data Backup.** City is providing Socrata a copy of City Data. Any laws and regulations governing City for retention of City Data remains City's responsibility. CITY IS SOLELY RESPONSIBLE FOR BACKING UP CITY DATA unless otherwise specially agreed in writing between Tyler and City.
9. **Return of City Data.** Upon request, Tyler will make the SaaS Services available to City to export City Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain City Data and may destroy the City Data.
10. **APIs.** Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants City a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - 10.1. City may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate City's access to the APIs on a temporary or permanent basis.
 - 10.2. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to City, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to City.
 - 10.3. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). City is solely responsible for development, license, access to and support of Non-Tyler Applications, and City's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.
 - 10.4. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit City's limited right to use the SaaS Services for its internal business purposes.
11. **Data Security Measures.** In order to protect your Confidential Information, we will: (a) implement

and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). City **acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.**

12. **Notice of Data Breach.** If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert City of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

SECTION C – OTHER SERVICES

1. **Service Level Agreement (SLA) & Warranty.**

1.1 **Service Warranty.** Tyler warrants to City that the functionality or features of the SaaS Services will substantially perform as communicated to City in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to City, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

1.2 **Uptime Service Level Warranty.** We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

99.9%

Credit

3% of monthly fee for each full hour of an outage that adversely impacted City's access



or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

- 1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – TERM

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms 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 SaaS Services will terminate at the end of this Socrata Agreement.



Exhibit F
Statement of Work

TO BE INSERTED

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Statement of Work

Tyler Technologies

Prepared for:

City of Fresno

2600 Fresno Street, Fresno, CA 93721-3601

Prepared by:

Rebecca Usprich

One Tyler Drive, Yarmouth, ME 04096

Tyler Technologies, Inc.

www.tylertech.com

Table of Contents

1.	EXECUTIVE SUMMARY	6
1.1	PROJECT BACKGROUND.....	6
1.2	PROJECT GOALS.....	6
1.3	PROJECT SCOPE & TIMELINE	6
2.	PROJECT GOVERNANCE.....	8
2.1	CITY GOVERNANCE STRUCTURE	8
2.1.1	<i>City Roles & Responsibilities.....</i>	<i>8</i>
2.1.1.1	Executive Sponsor	8
2.1.1.2	Steering Committee	9
2.1.1.3	City Project Manager.....	10
2.1.1.4	City Change Management Lead	11
2.1.1.5	City Functional Lead	12
2.1.1.6	City Power User.....	12
2.1.1.7	City Department Head	12
2.1.1.8	City End User Representative.....	13
2.1.1.9	City End User	13
2.1.1.10	City Technical Support	13
2.1.1.11	City Upgrade Coordinator	13
2.2	TYLER GOVERNANCE STRUCTURE	14
2.2.1	<i>Tyler Roles & Responsibilities</i>	<i>14</i>
2.2.1.1	Tyler Project Sponsor	14
2.2.1.2	Tyler Steering Committee	15
2.2.1.3	Tyler Project Manager.....	15
2.2.1.4	Change Management Lead	18
2.2.1.5	Tyler Functional Lead	18
2.2.1.6	Tyler Testing Lead	20
2.2.1.7	Tyler Integration Lead	21
2.2.1.8	Tyler Technical Lead	21
2.2.1.9	Tyler Implementation Consultants.....	22
2.2.1.10	Tyler Conversion Programmers	23
2.2.1.11	Tyler ReadyForms Designers.....	23
2.2.1.12	Tyler Developers	23
2.2.2	<i>Tyler Third-Party Partners</i>	<i>23</i>
2.3	PROJECT GOVERNANCE TOOLS	24
2.3.1	<i>Project Charter</i>	<i>24</i>
2.3.1.1	Project Charter Roles & Responsibilities	24
2.3.1.2	Project Charter Requirements & Notes	24
2.3.2	<i>Evolution Plan.....</i>	<i>24</i>
2.3.2.1	Evolution Plan Roles & Responsibilities	25
2.3.2.2	Evolution Plan Requirements & Notes	25
2.3.3	<i>Management Plan (DED-03)</i>	<i>25</i>
2.3.3.1	Management Plan Roles & Responsibilities	26
2.3.3.2	Management Plan Requirements & Notes	26
2.3.4	<i>Project Plan (DED-04).....</i>	<i>26</i>

2.3.4.1	Project Plan (DED-04) Roles & Responsibilities	27
2.3.4.2	Project Plan Requirements & Notes	28
2.3.5	Project Status Reports	28
2.3.5.1	Project Status Reports Roles & Responsibilities	28
2.3.5.2	Project Status Reports Requirements and Notes	29
2.3.6	Steering Committee Meetings	29
2.3.6.1	Steering Committee Meetings Roles & Responsibilities	29
2.3.6.2	Steering Committee Meetings Requirements and Notes	30
2.3.7	Project SharePoint Portal	30
2.3.7.1	Project SharePoint Site Roles & Responsibilities	30
2.3.7.2	Project SharePoint Site Requirements and Notes	31
2.3.8	Issues & Actions List and Issues Tracking	31
2.3.8.1	Issues & Action List and Issues Tracking Roles & Responsibilities	32
2.3.8.2	Issues & Actions List and Issues Tracking Requirements & Notes	32
2.3.9	Implementation Deliverable & Control Point Acceptance	32
2.3.9.1	Implementation Deliverable & Control Point Acceptance Roles & Responsibilities	33
2.3.9.2	Implementation Deliverable & Control Point Acceptance Requirements & Notes	34
2.3.10	Site Reports	34
2.3.10.1	Site Reports Roles & Responsibilities	34
2.3.10.2	Site Reports Requirements & Notes	34
3.	IMPLEMENTATION	35
3.1	METHODOLOGY	35
3.1.1	Work Breakdown Structure	35
3.1.2	Deliverables	37
3.1.3	Control Points	39
3.2	WORK PLAN	42
3.2.1	Stage 1: Initiate & Plan	42
3.2.1.1	Project Charter (DED-01)	42
3.2.1.2	Evolution Plan (DED-02)	43
3.2.1.3	Management Plan (DED-03)	43
3.2.1.4	System Infrastructure Planning	44
3.2.1.5	Project/Phase Planning	45
3.2.1.6	Stakeholder Presentation	46
3.2.1.7	Stage 1: Initiate & Plan Control Point	47
3.2.2	Stage 2: Assess & Define	48
3.2.2.1	System Deployment (DED-05)	48
3.2.2.2	Internal Customer Process Storyboarding	48
3.2.2.3	Organizational Change Assessment Study (DED-06)	50
3.2.2.4	Current State Analysis	51
3.2.2.5	Fundamental Change Management Introduction	52
3.2.2.6	Fundamental Process Introduction	53
3.2.2.7	Change Management Lead Preparation (DED-07)	54
3.2.2.8	Future State Analysis	55
3.2.2.9	Chart of Accounts Design	56
3.2.2.10	Tyler Best Practice Recommendations (DED-08)	57
3.2.2.11	Data Conversion Analysis	59
3.2.2.12	Tyler ReadyForms Analysis	63

3.2.2.13	Security Analysis	64
3.2.2.14	Workflow Analysis	65
3.2.2.15	Reporting Analysis	66
3.2.2.16	Standard Import, Export & APIs & Interface Analysis	67
3.2.2.17	Program Modifications and Custom Interface Analysis	70
3.2.2.18	Establish Requirements Traceability Matrix (RTM) (DED-17) Baseline	72
3.2.2.19	System Design Test	73
3.2.2.20	Change Impact Report (DED-10)	75
3.2.2.21	System Design Document (DED-11)	76
3.2.2.22	Business Process Improvement Report (DED-12)	77
3.2.2.23	Implementation Plan (DED-13)	78
3.2.2.24	Stage 2: Assess & Define Control Point	78
3.2.3	Stage 3: Build & Validate	80
3.2.3.1	Change Management Stage Reinforcement	80
3.2.3.2	Application Configuration	81
3.2.3.3	Standard Import, Export & Application Program Interface (API) Build & Validate	82
3.2.3.4	Data Conversion & Validation	83
3.2.3.5	Process Manuals (DED-14)	85
3.2.3.6	End User Guides (DED-15)	86
3.2.3.7	Process Validation	87
3.2.3.8	Change Management Process Change Roll-out	88
3.2.3.9	User Acceptance Test Scripts (DED-16)	89
3.2.3.10	ReadyForms Build & Validate	89
3.2.3.11	Custom Reports Build & Validate	90
3.2.3.12	System Build Validation & Test	91
3.2.3.13	Stage 3: Build & Validate Control Point	92
3.2.4	Stage 4: Training & Testing	93
3.2.4.1	Change Management Stage Reinforcement	93
3.2.4.2	Power User End-to-End Training	93
3.2.4.3	Parallel or Trial Run Testing	94
3.2.4.4	User Acceptance Testing	97
3.2.4.5	Requirements Traceability Matrix (RTM) Completion (DED-17)	98
3.2.4.6	Readiness Assessment (DED-18)	99
3.2.4.7	Cutover Planning (DED-19)	100
3.2.4.8	Change Management Cutover Communications	101
3.2.4.9	Cross Department Process Demos	102
3.2.4.10	Executive & Central Office End User Training	102
3.2.4.11	Decentralized End User Training	103
3.2.4.12	Open Labs	104
3.2.4.13	Stage 4: Training & Testing Control Point	105
3.2.5	Stage 5: Production Cutover	106
3.2.5.1	Change Management Stage Reinforcement	106
3.2.5.2	Final Data Conversion	106
3.2.5.3	Support Lead Knowledge Transfer	107
3.2.5.4	Production Cutover Partnering	108
3.2.5.5	Post Live Support	109
3.2.5.6	Post Cutover Efficiency Evaluation (DED-20)	110
3.2.5.7	Post-Live Adjustments & Training	111
3.2.5.8	Project Evolution Assessment (DED-22)	112
3.2.5.9	Project ROI Assessment (DED-23)	114

3.2.5.10	Transition to Support Team	115
3.2.5.11	Stage 5: Production Cutover Control Point.....	116
3.2.6	Stage 6: Phase/Project Closure	117
3.2.6.1	Phase/Project Audit	117
3.2.6.2	Phase/Project Reconciliation (DED-21/24).....	117
3.2.6.3	Stage 6: Phase/Project Closure Control Point	118
GLOSSARY		120
APPENDIX 1: DELIVERABLE EXPECTATION DOCUMENT		123
APPENDIX 2: LIST OF PROCESS MANUALS AND MAJOR PROCESSES		146
FINANCIALS		146
HCM/PAYROLL.....		151
APPENDIX 3: HARDWARE REQUIREMENTS FOR 2020.3.....		155
MICROSOFT WINDOWS PC REQUIREMENTS.....		155
	Supported Microsoft Windows Operating Systems.....	155
	Required PC Software / Components.....	155
	Supported Web Browsers	155
	Supported Microsoft® Office Versions	155
	<i>Retirement Notice: The Genero Desktop Client (GDC) has Retired with Munis Version 2019.1.....</i>	<i>156</i>
APPENDIX 4: KOA HILLS STATEMENT OF WORK.....		157

Note regarding COVID-19 Restrictions: All references within this document to project resource interactions (i.e., onsite presence, stipulations regarding facilities and in-person training, etc.) will be subject to the then current CDC Guidelines and travel restrictions.

1. Executive Summary

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

1.1 Project Background

In May 2019, the City of Fresno City issued a Request for Proposal (3650). The RFP stated that, "PeopleSoft Financials supports the financial, accounting, and purchasing functions in all City departments and accommodates batch interfaces for certain financial activity. At the citywide level, **interfaces to and from financials include the City's Payroll System (currently Oracle PeopleSoft HRMS 8.9), the City's Budget System (Sherpa's BFM – Budget Formulation Management), and various department-specialized systems that feed financial information into PeopleSoft..**"

1.2 Project Goals

With this RFP, the City seeks to replace its existing ERP system with a proven, state-of-the-art, commercial-off-the-shelf (COTS) ERP solution with minimal modifications. The City is open to both on-premise and Software as a Service (SaaS) solutions. **The City's goal is to gain efficiencies and update existing processes through an all-in-one ERP, or a combination of an ERP and one or more 3rd party applications, focusing on improving timeliness, accuracy, consistency of information, and improving operations.**

1.3 Project Scope & Timeline

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

The project timeline establishes a start and end date for each Phase of the Project. The timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. Tyler will develop a project plan consistent with the timeline identified below..

Phase	Functional Area	Applications	Start Date	Go Live	Post Live Implementation Support Period
1	Core Financials	- Accounting/General Ledger - Accounts Payable - Bid Management - Budgeting - Capital Assets - Cash Management - Contract Management - Project & Grant Accounting - Purchasing - eProcurement - CAFR Statement Builder - Accounts Receivable - General Billing	February 2021	July 2022	6 months
	Third Party	SnapLogic			
2	Payroll, Human Resources	- Human Resources & Talent Management - Payroll w/ESS - Recruiting - ExecuTime Time & Attendance - ExecuTime Time & Attendance Mobile Access - Employee Expense Reimbursement	April 2022	April 2023	6 months
Cross	Productivity	- Tyler Content Manager SE - Tyler ReadyForms Processing - Munis Analytics & Reporting - Munis API Toolkit Bundle			

2. Project Governance

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

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

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

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

2.1 City Governance Structure

2.1.1 City Roles & Responsibilities

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

2.1.1.1 Executive Sponsor

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

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

Resource	Title	Expected Commitment	Key Personnel
		As needed	No

2.1.1.2 Steering Committee

The City Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's **value throughout the organization**. Overseeing the City Project Manager and the Project as a whole through participation in regular internal meetings, the City Steering Committee remains updated on all project progress, project decisions, and achievement of project milestones. The City Steering Committee also provides support to the City Project Manager by communicating the importance of the Project to all impacted departments. The City Steering Committee is responsible for ensuring the Project has appropriate resources, providing strategic direction to the project team, and making timely decisions on critical project issues or policy decisions. The City Steering Committee also serves as primary level of issue resolution for the Project.

- Work to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attend all scheduled Steering Committee meetings
- Provide support for the Project team
- Assist with communicating key Project messages throughout the organization
- Prioritize the Project within the organization
- Provide management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitor 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
 - Authority Policies

Resources	Titles	Expected Commitment	Key Personnel
		Monthly and As Needed	No

Resources	Titles	Expected Commitment	Key Personnel

2.1.1.3 City Project Manager

The City's Project Manager coordinates project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager will be responsible for reporting to the City Steering Committee and determining appropriate escalation points.

The City will assign the Project Manager prior to the start of the Project with overall responsibility and authority to make decisions related to the Project Scope, scheduling, and task assignment, and to communicate decisions and commitments to the Tyler Project Manager in a timely and efficient manner. When the City Project Manager does not have the knowledge or authority to make decisions, he or she will engage the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validate contract compliance throughout the Project
 - Ensure invoicing and Deliverables meet contract requirements
 - Act as primary point of contact for all contract and invoicing questions
 - Sign off on contract milestone acknowledgment documents
 - Collaborate on and approve change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review, acknowledge, and maintain Management Plans
 - Define Project tasks and resource requirements for Authority Project team
 - Collaborate in the development of and approval of the Project Plan (DED-04) and Project schedule
 - Collaborate with Tyler Project Manager to plan and schedule Project timelines
- Implementation Management
 - Tightly manage Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently
 - Collaborate with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget
 - Collaborate with Tyler Project Manager to establish risk/issue tracking/reporting process between the City and Tyler and takes all

necessary steps to proactively mitigate these items or communicates with Tyler any items that may negatively impact the outcomes of the Project

- Collaborate with Tyler Project Manager to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
- Routinely communicate with both City staff and Tyler, aiding in the understanding of goals, objectives, status, and health of the Project by all team members

- Team Management

- Act as liaison between Project Team and Stakeholders
- Identify and coordinate all City resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and interfaces
- Provide direction and support to Project team
- Build partnerships among the various stakeholders, negotiating authority to move the Project forward
- Manage the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
- Assess team performance and take corrective action, if needed
- Provide guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
- Coordinate with third party providers to align activities with ongoing Project tasks

Resource	Title	Expected Commitment	Key Personnel
	Project Manager	100%	Yes

2.1.1.4 City Change Management Lead

- Work with Tyler Change Management Lead to develop, maintain, and execute a Change Management Plan
- Validate users receive timely and thorough communication regarding process changes
- Provide coaching to Supervisors to prepare them to support users through the Project changes
- Identify the impact areas resulting from Project activities and develop a plan to address them proactively
- Identify areas of resistance and develop a plan to reinforce the change
- Monitor post-production performance and new process adherence

2.1.1.5 City Functional Lead

- Communicate their journey as customers to Tyler
- Empowered to make business process change decisions under time sensitive conditions
- Communicate existing business processes and procedures to Tyler consultants
- Attend current/future state analysis sessions and contribute business process expertise
- Identify and include additional subject matter experts to participate in current/future state analysis sessions
- Assist in identifying business process changes that may require escalation
- Provide business process change support during Power User and End User training
- Complete performance tracking review with City project team on End User competency on trained topics
- Provide Power and End Users with dedicated time to complete required homework tasks
- Act as ambassador/champion of change for the new process
- Identify and communicate any additional training needs or scheduling conflicts to City Project Manager
- Provide input in the preparation of Form Kits, if applicable for Custom ReadyForms only
- Validate Forms design

2.1.1.6 City Power User

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

2.1.1.7 City Department Head

- Communicate their journey as customers to Tyler
- Select End User Representatives for Customer Journey Interviews
- Participate in project activities as required by the City Project Manager
- Provide Power and End Users with dedicated time to complete required homework tasks
- Act as ambassador/champion of change for the new process

- Identify and communicate any additional training needs or scheduling conflicts to City Project Manager
- Adopt and support changed procedures

2.1.1.8 City End User Representative

- Communicate the end user journey as customers to Tyler
- Solicit information from other end users to develop representational information
- Provide feedback to end users on customer journey interview process

2.1.1.9 City End User

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

2.1.1.10 City Technical Support

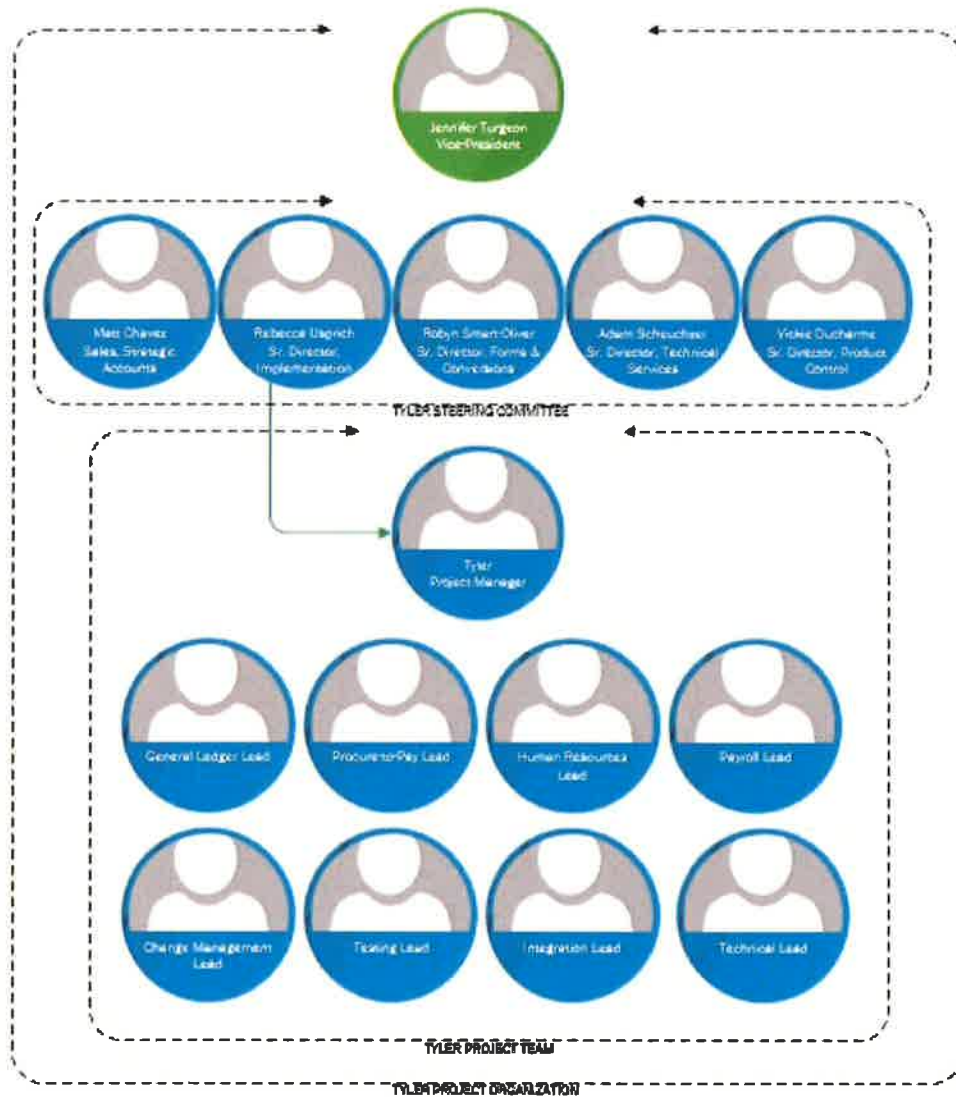
- Coordinate updates and releases with Tyler, as needed
- Coordinate the copying of source databases to training/testing databases, as needed, for training days
- Extract and transmit conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project schedule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

2.1.1.11 City Upgrade Coordinator

- Become familiar with the Software Upgrade process and required steps.
- Become familiar with Tyler's releases and updates
- Utilize Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City Upgrade process
- Assist with the Software Upgrade process during implementation
- Manage Software Upgrade activities post-implementation
- Manage Software Upgrade plan activities
- Coordinate Software Upgrade plan activities with City of Fresno and Tyler resources

- Communicate changes affecting users and department stakeholders
- Obtain department stakeholder signoffs to upgrade production environment

2.2 Tyler Governance Structure



2.2.1 Tyler Roles & Responsibilities

2.2.1.1 Tyler Project Sponsor

Tyler's Vice President of Implementation has indirect involvement with the Project and is part of Tyler escalation process. This team member offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions. Tyler Project Manager or Regional Manager will apprise the Vice President of Services of

known issues that may require assistance or impede Project performance. The communication path for issue escalation at this level is typically with the Steering Committee.

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Key Personnel
Jennifer Turgeon	Vice President	As Needed	As Needed	No

2.2.1.2 Tyler Steering Committee

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

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Key Personnel
Rebecca Usprich	Sr. Director, Strategic Accounts	As Needed	As Needed	No
Matt Chavez	Sales, Strategic Account Executive	As Needed	As Needed	No
Robyn Smart-Oliver	Director, Forms & Conversions	As Needed	As Needed	No
Adam Scheuchzer	Director, Technical Services	As Needed	As Needed	No
Vickie Ducharme	Sr. Director, Product Control	As Needed	As Needed	No

2.2.1.3 Tyler Project Manager

The Dedicated Tyler Project Manager has direct involvement with the Project and coordinates Tyler Project team members, implementation consultants, the overall implementation schedule, and serves as

the primary point of contact with the City. The Tyler Project Manager is in regular communication with the City's Project Manager and provides regularly planned communication with other City and Tyler governance members.

- Contract Management
 - Validate contract compliance throughout the Project
 - Ensure Deliverables meet requirements
 - Act as primary point of contact for all contract and invoicing questions
 - Prepare and present contract milestone signoffs for acceptance by City Project Manager
 - Prepare and present deliverable and control point acceptance signoffs for acceptance by City Project Manager
 - Coordinate Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Develop and deliver Project Charter (DED-01)
 - Develop and deliver an Evolution Plan (DED-02)
 - Develop, update, and deliver Management Plan (DED-03)
 - Define Project tasks and resource requirements
 - Develop, in collaboration with City and Tyler Functional Leads, and deliver initial and full-scale Project plan (DED-04) and schedule to achieve on-time implementation
 - Develop and deliver detailed Implementation Plan (DED-13)
 - Develop, in collaboration with City and Tyler Functional Leads, and deliver detailed Production Cutover Plan (DED-19)
- Risk Management
 - Monitor and maintain risk register with City Project Manager
 - Proactively notify City as risks change or begin to develop
 - Provide guidance to City on methods for handling risks
- Project Reporting
 - Provide weekly status report
 - Conduct weekly project status meeting
 - Provide regular project budget and reconciliation reporting
 - Maintain, monitor and report on project issues list
 - Develop, in collaboration with Tyler Change Management Lead and Tyler Functional Leads, and deliver a Readiness Assessment Report (DED-18)
 - Develop, in collaboration with Tyler Functional Leads, and deliver a Post Cutover Efficiency Evaluation Report (DED-20)
 - Develop and deliver a Phase Reconciliation Report for (DED-21) as part of phase closure
 - Develop, in collaboration with Tyler Change Management Lead, and deliver an Evolution Assessment Report (DED-22) as part of project closure.
 - Develop and deliver a comprehensive Project Reconciliation Report (DED-24) as part of project closure

- Implementation Management
 - Tightly manage Scope and budget of Project; establish process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establish and manage a schedule and resource plan that properly supports the Project Plan that is in balance with Scope/budget
 - Establish issue tracking/reporting process between the City and Tyler and take all necessary steps to proactively mitigate these items or communicates any items that may negatively impact the outcomes of the Project
 - Collaborate with the City's Project Manager to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
 - 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
- Team Management
 - Act as liaison between the project team and all Tyler Departments and managers
 - Identify and coordinate all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
 - Provide direction and support to Project team
 - Build partnerships among the various stakeholders
 - Manage the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assess team performance and adjust as necessary
 - Coordinate with in Scope third party providers to align activities with ongoing Project tasks

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
Karen Lowe	Project Manager	100%	6-12 days per month	32 months	Yes

Expected Commitment is defined as total time committed to this project annually, including travel time, Tyler holidays, internal meetings, and PTO .

2.2.1.4 Change Management Lead

The Tyler Change Management Lead has direct involvement with the Project and are part of the Tyler escalation process. This team member offers additional support to the Project team and collaborate with other Tyler team members, as needed, in order to escalate and facilitate implementation Project activities and decisions.

- Collaborate with the City to establish a Change Management Plan (subset of DED-03) and related Communication strategies
- Perform an Organizational Change Assessment (DED-06) and provide detailed results
- Provide training on Change Management coaching concepts and methodologies
- Customize and oversee a fully integrated Change Management and Implementation approach
- Develop the Change Impact Report (DED-10) with Tyler Functional Leads to highlight significant areas of change impact
- Develop the Process Change Management Plan (subset of DED-03)
- Collaborate with Tyler Project Manager and Tyler Functional Leads to produce a Readiness Assessment Report (DED-18)
- Contribute to development of Post Cutover Evaluation Report (DED-19)
- Provide and review Change Management tools and guide the City on Change Management activities
- Collect pertinent information from Tyler Functional Leads on process changes that will impact the organization and individuals
- Conduct conference calls to review progress during the project
- Develop Change Management deliverables
- Document activities for onsite services performed by Tyler
- Follow up on issues identified during sessions
- Keep Tyler Project Manager(s) proactively apprised of 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

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
Chad Teague	Change Management Lead	25-30%	Varies	32 months	No

2.2.1.5 Tyler Functional Lead

Tyler Functional Lead has direct involvement with the Project and are part of the Tyler escalation process. This team member offers additional support to the Project team and collaborate with other Tyler team

members, as needed, in order to escalate and facilitate implementation Project activities and decisions. Tyler Functional Leads have been allocated for the following applications: Financials (Accounting/General Ledger, Budgeting, Capital Assets, Cash Management, Project & Grant Accounting, CAFR Statement Builder, Accounts Receivable/Tyler Cashiering, General Billing), Procure-to-Pay (Bid Management, Contract Management, Purchasing, eProcurement, Accounts Payable), Payroll (Payroll, Employee Self Service, Employee Expense Reimbursement, ExecuTime Time & Attendance) and, Human Capital Management (Human Resources, Talent Management, Recruiting). These subject matter experts will be responsible for performing the following activities:

- Lead Customer Journey interviews
- Perform all Current and Future State Analysis Discovery Sessions
- Lead City Functional Leads and Subject Matter Experts through business process redesign
- Develop Tyler Best Practice Recommendations (DED-08) for new business processes
- Develop System Design Test Scripts (DED-09) to guide testing of new business processes
- Modify System Design based on City decisions and documenting
- Develop the Change Impact Report (DED-10) with Tyler Change Management Lead to highlight significant areas of change impact
- Develop the System Design Document (DED-11) for each functional area
- Develop the Business Process Improvement Report (DED-12) to document the major improvements captured through business process redesign
- Develop Process Manuals (DED-14) and End User Guides (DED-15)
- Develop User Acceptance Test Scripts (DED-16)
- Develop and maintain a Requirements Traceability Matrix (DED-17)
- Collaborate with Tyler Project Manager and Tyler Change Management Lead to produce a Readiness Assessment Report (DED-18)
- Provide detailed input during the creation of the Production Cutover Plan (DED-19)
- Provide high-level product expertise and creative solutions to meet City functional requirements
- Conduct training per the Education Management Plan (subset of DED-03)
- Test functionality with City
- Perform problem solving
- Follow up on issues
- Perform assessments of City's Post Cutover activities and identify areas of potential improvement
- Contribute to development of Post Cutover Efficiency Evaluation Report (DED-20)
- Complete weekly site reports detailing activities for each implementation day
- Keep project manager apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or adversely impacting the success of the project
- Conduct conversion and forms analysis
- Conduct User Acceptance Testing
- Participate in the resolution of issues identified during User Acceptance Testing
- Conduct Parallel or Trial Run Testing

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
Dav Hayner	General Ledger Lead	100%	6-15	22 months	Yes
Justin Maurer	Procure-to-Pay Lead	100%	6-15	22 months	Yes
TBD	Payroll Lead	100%	6-15	14 months	Yes
TBD	Human Resources Lead	100%	6-15	18 months	Yes

2.2.1.6 Tyler Testing Lead

The Tyler Testing Lead has direct involvement with the Project and offers additional support to the Project team, collaborates with other Tyler team members, as needed, in order to escalate and facilitate issue resolution.

- Execute assigned components of the Quality Management Plan (subset of DED-03) including testing of product, process, integration, converted data, forms, reports, imports/exports, and all related in scope areas
- Maintain a thorough and detailed test log and reports, and track issues with appropriate project Functional Leads
- Participate in the resolution of issues identified during User Acceptance Testing
- Provide regular updates to Tyler Project Manager indicating areas of testing that may introduce increased risk to the project
- Coordinate testing plan with Requirements Traceability Matrix to ensure functionality is met
- Assist with the documentation and prioritization of issues in Tyler's Customer Relationship Management (CRM) system
- Develop and maintain effective communication strategy with Tyler Technical Support and Development to achieve defect resolution, as needed
- Work closely with Tyler Technical Lead to coordinate needed activities, such as environment use and MIU updates

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
Lauren Powell	Testing Lead	100%	6-12	21 months	No

2.2.1.7 Tyler Integration Lead

The Tyler Integration Lead is a dedicated, full-time resource with a deep understanding of the integration tools that are available in Munis, including the configurable file layouts for imports and exports and the **API Toolset for creating restful APIs**. This resource will be involved in the analysis of all the City's integration needs as they relate to Munis. With the City Integration Lead coordinating their Third-Party vendor participation in testing, all aspects of interfaces and integration will be completed and tested prior to final training.

- Train and assist in the development and testing of the Munis side of integrations.
- Involved in testing integration points between Tyler products, applications, and any third-party products.
- Compile applicable test scripts, analyzes results, tracks issues, and resolves errors.

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
TBD	Integration Lead	100%	6-12	21 months	No

2.2.1.8 Tyler Technical Lead

The Tyler Technical Lead is a remote resource that is a member of Tyler's Technical Support Team that will become an extension of the City's IT Team for the duration of the project and offer additional support to the Project team to ensure system performance.

- Perform technical administration and support of PC, Server, and Database applications, including installations, upgrades, routines maintenance, and tuning
- Assist with loading custom code packages and conversions
- Perform system release upgrades during the project, including communication and coordination
- Provide system administration training and services
- Manage incoming customer issues via phone, email, and online customer incident portal
- Document and prioritize technical issues in Tyler's Customer Relationship Management (CRM) system
- Perform issue analysis and Tyler technical system infrastructure guidance
- Track technical issues and tickets to timely and effective resolution
- Report and escalate defects to Tyler Development, as needed
- Communicate with City and Tyler Project Manager on the status and resolution of reported issues
- Assist with Stress Test and performance monitoring/tuning

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
TBD	Tyler Technical Lead	50%	0 – Remote Resource	30 months	No

2.2.1.9 Tyler Implementation Consultants

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

- Conduct assigned functional analysis
- Conduct training as per the Education Management Plan
- Test functionality with City
- Perform problem solving and troubleshooting
- Follow up on issues
- Complete weekly site reports detailing activities for each implementation day
- Keep Tyler Functional Leads and Project Manager apprised of issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or adversely impacting the success of the project

Resource	Title	Expected Commitment	Estimated Onsite Days/Month (Subject to COVID-19 restrictions)	Duration	Key Personnel
TBD	Financial Implementation Consultant 1	100%	9-15	13 months	No
TBD	Financial Implementation Consultant 2	100%	9-15	7 months	No
TBD	Payroll/HCM Implementation Consultant	100%	9-15	10 months	No

2.2.1.10 Tyler Conversion Programmers

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

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

2.2.1.11 Tyler ReadyForms Designers

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

2.2.1.12 Tyler Developers

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

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

2.2.2 Tyler Third-Party Partners

Tyler Third-Party Partners are software, hardware, and service providers that have been included in Tyler's proposal to meet the City's Functional Requirements. They follow their own methodology, have their own set of deliverables, and are governed by a separate Statement of Work (Appendix 4). For the

purpose of clarifying project roles and responsibilities, the only third-party partner covered by this section is Koa Hills.

2.3 Project Governance Tools

2.3.1 Project Charter

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

2.3.1.1 Project Charter Roles & Responsibilities

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

2.3.1.2 Project Charter Requirements & Notes

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

2.3.2 Evolution Plan

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

The Evolution Plan will contain the following key sections:

- Overview of Project Goals
- Current and Future State Delta Assessment
- Major Steps in Transformation Process
- Expected Outcome
- Roles and Responsibilities

2.3.2.1 Evolution Plan Roles & Responsibilities

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

2.3.2.2 Evolution Plan Requirements & Notes

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

2.3.3 Management Plan (DED-03)

The City and Tyler will develop a Management Plan (DED-03) during the initial planning meetings at the onset of the Project. This Management Plan will govern what techniques and procedures will be used to manage the varied conditions and events that will occur throughout the Project life cycle as part of controlling key elements such as scope, cost, time, and quality. In addition, the Management Plan will serve as a communication tool that guides City and Tyler Project Teams on specific Project objectives, management involvement, resolution paths, and action paths for the following Plan subsets:

- Project Management Plan
- Scope Management Plan
- Schedule Management Plan
- Risk Management Plan
- Financial Management Plan
- Communication Management Plan
- Issue Management Plan
- Release, Code and Upgrade Management Plan
- Quality Management Plan
- Education & Training Management Plan
- Resource Management Plan
- Data Interface Management Plan
- Application Program Interface (API) Management Plan

- Project Oversight Management Plan
- Requirements Management Plan
- Change Control Management Plan
- Change Management Plan

2.3.3.1 Management Plan Roles & Responsibilities

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

2.3.3.2 Management Plan Requirements & Notes

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

2.3.4 Project Plan (DED-04)

Tyler will create the baseline Project Plan (DED-04), in collaboration with City Project Manager, using Microsoft Project 2016 Professional, for the first phase within 60 calendar days from the first project

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

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

2.3.4.1 Project Plan (DED-04) Roles & Responsibilities

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

2.3.4.2 Project Plan Requirements & Notes

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

2.3.5 Project Status Reports

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

- Project Overview, including Status of Project Phases
- List of recently completed Tasks
- Upcoming calendar events
- Upcoming tasks
- List of tasks scheduled to be completed but have not been completed with an explanation of why and what corrective actions are being made or will be made
- Status of Project Milestones and signoffs
- Project Risk Register
- Reconciliation of Tyler Resource Days
- Issues & Actions List
- Additional Notes

2.3.5.1 Project Status Reports Roles & Responsibilities

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

Project Role(s)	City Responsibility	Tyler Responsibility
	- Report issues and issue status updates to City Project Manager - Review Project Status Report - Attend Status Meeting, as requested	- Report issues and issue status updates to City Project Manager - Review Project Status Report - Attend Status Meeting, as requested
Subject Matter Experts / Others	- Provide task status updates to City Project Manager - Report issues and issue status updates to City Project Manager - Review Project Status Report - Attend Status Meeting, as requested	- Provide task status updates to City Project Manager - Report issues and issue status updates to City Project Manager - Review Project Status Report - Attend Status Meeting, as requested

2.3.5.2 Project Status Reports Requirements and Notes

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

2.3.6 Steering Committee Meetings

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

2.3.6.1 Steering Committee Meetings Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	Participate in meetings at least once a month	Participate in Steering Committee Meetings as needed
Project Manager	Develop agenda for Steering Committee Meetings	Provide input for Steering Committee agendas

Project Role(s)	City Responsibility	Tyler Responsibility
		Participate in Steering Committee Meetings
Functional Leads	Provide functional expertise to support decision-making during meetings, as needed	Provide functional expertise to support decision-making during meetings, as needed
Subject Matter Experts / Others	Provide functional expertise to support decision-making during meetings, as needed	Provide functional expertise to support decision-making during meetings, as needed

2.3.6.2 Steering Committee Meetings Requirements and Notes

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

2.3.7 Project SharePoint Portal

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

2.3.7.1 Project SharePoint Site Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	Review SharePoint Site as necessary	Review SharePoint Site as necessary
Project Manager	- Manage City information on SharePoint Site - Utilize SharePoint site for sign-off and milestone approvals - Ensure City Project Team members are utilizing site fully	- Manage overall SharePoint Site - Keep Site up to date and well organized - Ensure sign-off and milestone tracking is in compliance with contract - Ensure Project Schedule is accurate and accessible to project members

Project Role(s)	City Responsibility	Tyler Responsibility
Functional Leads	Utilize SharePoint for project documents (both posting and downloading)	Utilize SharePoint for project documents (both posting and downloading)
Subject Matter Experts / Others	Review SharePoint as necessary	Utilize SharePoint for project documents (both posting and downloading)

2.3.7.2 Project SharePoint Site Requirements and Notes

- As part of the Project Planning sessions, the Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use
- Tyler will be responsible for providing access and logon credentials to City staff that will need access to the SharePoint site
- Tyler performs a daily routine backup for all City SharePoint sites using industry standard backup techniques and processes
- City site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services
- Tyler does not provide SharePoint consulting services to restore backup files in client-hosted SharePoint environments

2.3.8 Issues & Actions List and Issues Tracking

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

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

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

- Date Closed

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

2.3.8.1 Issues & Action List and Issues Tracking Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	• Serve as a point of escalation	• Serve as a point of escalation
Project Manager	• Document and review issues for priority and assignment • Escalate issues, as needed • Resolve issues	• Document and review issues for priority and assignment • Escalate issues in a timely manner to ensure time-sensitive resolution, as needed • Resolve issues
Functional Leads	• Document issues • Assign priority and owner • Resolve issues	• Document issues • Assign priority and owner • Resolve issues
Subject Matter Experts / Others	• Document issues • Assign priority and owner • Resolve issues	• Document issues • Assign priority and owner • Resolve issues

2.3.8.2 Issues & Actions List and Issues Tracking Requirements & Notes

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

2.3.9 Implementation Deliverable & Control Point Acceptance

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

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

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

2.3.9.1 Implementation Deliverable & Control Point Acceptance Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	• Review any Control Point or Deliverable issues escalated by the City Project Manager	• Review any Control Point or Deliverable issues escalated by the City Project Manager • Assist in any escalated issues related to acceptance
Project Manager	• Review and accept or reject Deliverable and/or Control Point • Provide detailed feedback on any rejections	• Submit Deliverable and Control Point documents for acceptance • Take corrective action on any rejections • Escalate issues that require Steering Committee assistance
Functional Leads	• Review incremental materials that are part of Control Point and Deliverables prior to submission	• Review incremental materials that are part of Control Point and Deliverables prior to submission
Subject Matter Experts / Others	• Review incremental materials that are part of Control Point and	• Review incremental materials that are part of Control Point and

Project Role(s)	City Responsibility	Tyler Responsibility
	Deliverables prior to submission	Deliverables prior to submission

2.3.9.2 Implementation Deliverable & Control Point Acceptance Requirements & Notes

- All review periods for Deliverables and Control Points will be tracked in the Project Plan (DED-04)
- The City Project Manager will have decision authority to approve or reject all project Deliverables and Control Points
- Both Tyler and City Project Managers are required to sign off on the Control Point acceptance

2.3.10 Site Reports

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

2.3.10.1 Site Reports Roles & Responsibilities

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

2.3.10.2 Site Reports Requirements & Notes

- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for City review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.

- Site reports will be reviewed by the City Project Manager weekly for accuracy prior to acceptance of each phase.
- Completion of site reports will be part of acceptance criteria for each phase.
- Tyler will develop and maintain a tracking mechanism that shows what Site Reports have been submitted by resource by date.

3. Implementation

3.1 Methodology

Each Phase of the Project will be implemented in stages using the methodology illustrated below and defined in detail in this section. Throughout the project methodology, there are defined Deliverable and Control Point Acceptance criteria for each implementation stage to ensure that the City fully understands and accepts the project progress.

Deliverables are defined as tangible project outputs produced by Tyler and delivered to the City for review and acceptance. Control Points are project review points comprised of major critical path tasks and Deliverables associated with each implementation stage to be used to assist in controlling quality. At each Control Point, the City and Tyler Project Managers must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next implementation stage. The process for accepting each Deliverable and Control Point is identified in Section 2.3.9. Only Stage One does not require acceptance prior to moving to Stage Two. This exception is made in order to avoid unnecessary project delays while the full Stage One acceptance criteria is met.

3.1.1 Work Breakdown Structure

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





3.1.2 Deliverables

Tyler will provide the Deliverables identified in the table below. Deliverables will be submitted as a work product for City review and follow the Deliverable acceptance procedures defined in Section 2.3.9. The objective, scope, format, outline roles (Tyler and City) and acceptance criteria for each deliverable listed below is described in detail in Appendix 1: Deliverable Expectation Document.

For purposes of this SOW, Deliverable names are assigned a unique, sequentially numbered Deliverable Expectation Document (DED) number, i.e. DED-01. For each deliverable that is repeated or updated for a given Phase, the Deliverable will be prefixed with the Phase number and the unique Deliverable number, i.e. 1-01 indicates Phase 1, DED-01. For this project, Phase 1 designates the Financial suite of applications, and Phase 2 designates the Human Capital Management suite of applications listed in the table in Section 1.3.

	Deliverable	Phase	Deliverable Number
1.	Project Charter	Cross Phase	DED-01
2.	Evolution Plan	Cross Phase	DED-02
3.	Management Plan	Cross Phase	DED-03
4.	SaaS Installation Report	Cross Phase	DED-05
5.	Organizational Change Assessment Study	Cross Phase	DED-06
6.	Change Management Lead Preparation	Cross Phase	DED-07
7.	Evolution Assessment Report	Cross Phase	DED-22
8.	Project ROI Assessment Report	Cross Phase	DED-23
9.	Project Reconciliation Report	Cross Phase	DED-24
Phase 1			
10.	Project Plan	1	DED-1-04
11.	Tyler Best Practice Recommendations	1	DED-1-08
12.	System Design Test Scripts	1	DED-1-09
13.	Change Impact Report	1	DED-1-10
14.	System Design Document	1	DED-1-11
15.	Business Process Improvement Report	1	DED-1-12
16.	Implementation Plan	1	DED-1-13
17.	Process Manuals	1	DED-1-14
18.	End User Guides	1	DED-1-15
19.	User Acceptance Test Scripts	1	DED-1-16
20.	Requirements Traceability Matrix	1	DED-1-17
21.	Readiness Assessment Report	1	DED-1-18
22.	Production Cutover Plan	1	DED-1-19
23.	Post Cutover Efficiency Evaluation Report	1	DED-1-20
24.	Phase Reconciliation Report	1	DED-1-21
Phase 2			
25.	Project Plan	2	DED-2-04

	Deliverable	Phase	Deliverable Number
26.	Tyler Best Practice Recommendations	2	DED-2-08
27.	System Design Test Scripts	2	DED-2-09
28.	Change Impact Report	2	DED-2-10
29.	System Design Document	2	DED-2-11
30.	Business Process Improvement Report	2	DED-2-12
31.	Implementation Plan	2	DED-2-13
32.	Process Manuals	2	DED-2-14
33.	End User Guides	2	DED-2-15
34.	User Acceptance Test Scripts	2	DED-2-16
35.	Requirements Traceability Matrix	2	DED-2-17
36.	Readiness Assessment Report	2	DED-2-18
37.	Production Cutover Plan	2	DED-2-19
38.	Post Cutover Efficiency Evaluation Report	2	DED-2-20
39.	Phase Reconciliation Report	2	DED-2-21

3.1.3 Control Points

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

Phase	Control Point	Description / Acceptance Criteria
1	1.1	Stage 1 Acceptance - Project Charter (DED-01) delivered and accepted - Evolution Plan (DED-02) delivered and accepted - Management Plan (DED-03) delivered and accepted - Project Plan (DED-1-04) delivered and accepted - Stakeholder Presentation Complete
1	1.2	Stage 2 Acceptance - Customer Process Storyboarding is complete - SaaS Installation Report (DED-05) delivered and accepted

Phase	Control Point	Description / Acceptance Criteria
		- City can access Tyler environments - Organizational Change Assessment Study (DED-06) delivered and accepted - Chart of Accounts analysis, workbook build, and data conversion has completed - Current and Future State Analysis is complete - Authorization to load Chart of Accounts in Production sign-off received from City - System Design Test Scripts (DED-1-09) delivered and accepted - System Design Tests completed to City's satisfaction - Change Impact Report (DED-1-10) delivered and accepted - Requirements Traceability Matrix baseline is being updated with City decisions - System Design Document (DED-1-11) delivered and accepted - Business Process Improvement Report (DED-1-12) delivered and accepted - Implementation Plan (DED-1-13) delivered and accepted
1	1.3	Stage 3 Acceptance - Application has been fully configured - Data conversion programs have been accepted as providing accurate data - Process Manuals (DED-1-14) delivered and accepted - End User Guides (DED-1-15) delivered and accepted - Process Validation has occurred, along with the City Project Team training needed to support the validation efforts - User Acceptance Test Scripts (DED-1-16) delivered and accepted - Tyler Forms loaded on server - Custom Reports (if any) delivered and in the process of review and acceptance - System Build Validation Test has been performed - Process Change Management Roll-out is complete, including completion of Coach Development sessions
1	1.4	Stage 4 Acceptance - All in-scope pre-live Training has been completed - User Acceptance Testing has been completed and met Quality Assurance standards - Requirements Traceability Matrix (DED-1-17) delivered and accepted - Readiness Assessment Report (DED-1-18) delivered and accepted - Production Cutover Plan (DED-1-19) delivered and accepted - Cross Department Demos performed - Change Management Cutover Process executed - Tyler Forms are finalized, approved, and all bank approvals are final

Phase	Control Point	Description / Acceptance Criteria
		Custom Reports (if any) delivered and accepted
1	1.5	Stage 5 Acceptance - Final conversion data has been accepted and loaded in Production database - Authorization to proceed with Production Cutover has been received - City is processing live transactions in the Tyler system - All final implementation services have been delivered, as scheduled, within the Post-Live period - Post Cutover Efficiency Evaluation Report (DED-1-20) delivered and accepted - Transition to Support has completed
1	1.6	Stage 6 Acceptance - Phase Audit has been completed and meets quality standards - Phase Reconciliation Report (DED-1-21) delivered and accepted
2	2.1	Stage 1 Acceptance Project Plan (DED-2-06) delivered and accepted
2	2.2	Stage 2 Acceptance - Customer Process Storyboarding is complete - Current and Future State Analysis is complete - System Design Test Scripts (DED-2-09) delivered and accepted - System Design Tests completed to City's satisfaction - Change Impact Report (DED-2-10) delivered and accepted - Requirements Traceability Matrix baseline is being updated with City decisions - System Design Document (DED-2-11) delivered and accepted - Business Process Improvement Report (DED-2-12) delivered and accepted - Implementation Plan (DED-2-13) delivered and accepted
2	2.3	Stage 3 Acceptance - Application has been fully configured - Data conversion programs have been accepted as providing accurate data - Process Manuals (DED-2-14) delivered and accepted - End User Guides (DED-2-15) delivered and accepted - Process Validation has occurred, along with the City Project Team training needed to support the validation efforts - User Acceptance Test Scripts (DED-2-16) delivered and accepted - Tyler Forms loaded on server - Custom Reports (if any) delivered and in the process of review and acceptance - System Build Validation Test has been performed - Process Change Management Roll-out is complete, including completion of Coach Development sessions

Phase	Control Point	Description / Acceptance Criteria
2	2.4	Stage 4 Acceptance - All in-scope pre-live Training has been completed - User Acceptance Testing has been completed and met Quality Assurance standards - Requirements Traceability Matrix (DED-2-17) delivered and accepted - Readiness Assessment Report (DED-2-18) delivered and accepted - Production Cutover Plan (DED-2-19) delivered and accepted - Cross Department Demos performed - Change Management Cutover Process executed - Tyler Forms are finalized, approved, and all bank approvals are final - Custom Reports (if any) delivered and accepted
2	2.5	Stage 5 Acceptance - Final conversion data has been accepted and loaded in Production database - Authorization to proceed with Production Cutover has been received - City is processing live transactions in the Tyler system - All final implementation services have been delivered, as scheduled, within the Post-Live period - Post Cutover Efficiency Evaluation Report (DED-2-20) delivered and accepted - Transition to Support has completed
2	2.6	Stage 6 Acceptance - Phase Audit has been completed - Phase Reconciliation Report (DED-2-21) delivered and accepted - Evolution Assessment Report (DED-22) has been delivered and accepted - Project ROI Assessment Report (DED-23) has been delivered and accepted - Project Reconciliation Report (DED-24) has been delivered and accepted - Outstanding services are scheduled for Year End Close, if not possible during implementation phase

3.2 Work Plan

3.2.1 Stage 1: Initiate & Plan

3.2.1.1 Project Charter (DED-01)

The City and Tyler develop a Project Charter to formally outline the purpose of the project and authority for moving forward. Tyler delivers a Project Charter template that may be used as a starting point for the

final document. The Tyler Project Manager works directly with the City Project Manager to finalize the Project Charter and achieve authorization to move forward from the City Executive Sponsor.

3.2.1.1.1 Project Charter Roles & Responsibilities

See Section 2.3.1.1

3.2.1.1.2 Project Charter Requirements & Notes

See Section 2.3.1.2

3.2.1.2 Evolution Plan (DED-02)

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

The Evolution Plan will contain the following key sections:

- Overview of Project Goals
- Current and Future State Delta Assessment
- Major Steps in Transformation Process
- Expected Outcome
- Roles and Responsibilities

3.2.1.2.1 Evolution Plan Roles & Responsibilities

See Section 2.3.2.1

3.2.1.2.2 Evolution Plan Requirements & Notes

See Section 2.3.2.2

3.2.1.3 Management Plan (DED-03)

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

3.2.1.3.1 Management Plan Roles & Responsibilities

See Section 2.3.3.1

3.2.1.3.2 Management Plan Requirements & Notes

See Section 2.3.3.2

3.2.1.4 System Infrastructure Planning

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

3.2.1.4.1 Hardware Requirements

Appendix 3: Hardware Requirements outlines the recommended system requirements for City workstations supporting and accessing the Tyler ERP system.

3.2.1.4.2 Environments

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

- Production (PROD)
- Training (TRAIN)
- Test (TEST)
- Implementation (IMPL - Pre-populated data)

3.2.1.4.3 Project/Product Release Installation

Tyler will initially Install the most current generally available version of the purchased Tyler software.

Tyler Product	Version	TEST Environment Deployment	PROD /TRAIN Environment Deployment
Munis	v2020.3	v2020.3	v2020.3
ExecuTime	v2020.3	v2020.3	v2020.3
CAFR Statement Builder	v1.0.8.27	v1.0.8.27	v1.0.8.27

Tyler's implementation approach may require that the City perform software upgrades during the course of the implementation. Tyler's Project Team will coordinate with the City Project Team to coordinate the upgrade activities. Tyler and City Project Management staff will identify and plan all tasks and dependencies related to each planned version upgrade. Activities such as, environment(s) to be updated, testing, re-training, training, and documentation will be identified in the project plan for each respective version upgrade. Future release implementations will be determined by Tyler and City Project Management staff.

3.2.1.4.4 Key Dates for Hardware Availability

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

3.2.1.4.5 System Infrastructure Roles & Responsibilities

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

3.2.1.4.6 System Infrastructure Requirements & Notes

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

3.2.1.5 Project/Phase Planning

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

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

3.2.1.5.1 60 – 90 Day Plan

The City and Tyler will work collaboratively to document key project tasks, scheduling, resources, and responsibilities. Project Planning will occur at the beginning of the project for the first sixty (60) to ninety (90) days of project so that work can begin while development of the full Project Plan can be completed.

3.2.1.5.1 Project Plan (DED-04)

During the first 60 – 90 days of each phase, the Tyler Project Manager will develop the full, detailed Project Plan encompassing all activities for the phase. The Project Plan will, at a minimum, contain:

- Project's activities and tasks, and corresponding dates Task Dependencies

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

3.2.1.5.2 Project Plan Roles & Responsibilities

See Section 2.3.4.1

3.2.1.5.3 Project Planning Requirements & Notes

See Section 2.3.4.2

3.2.1.6 Stakeholder Presentation

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

3.2.1.6.1 Stakeholder Presentation Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	• Attend Stakeholder Presentation • Deliver Executive Mandate	• N/A
Steering Committee	• Attend Stakeholder Presentation • Present Material, as needed	• N/A
Project Manager	• Prepare Stakeholder Presentation material with Tyler • Coordinate meeting space and appropriate attendees and presenters • Present material	• Participate in preparing Stakeholder Presentation material • Coordinate appropriate Tyler resources for attendance • Present material
Functional Leads	• Attend Stakeholder Presentation • Present Material, as needed	• N/A
Subject Matter Experts / Others	• To be determined by City	• N/A

3.2.1.6.2 Stakeholder Presentation Requirements & Notes

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

3.2.1.7 Stage 1: Initiate & Plan Control Point

3.2.1.7.1 Stage 1: Initiate & Plan Deliverables

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

3.2.1.7.2 Stage 1: Initiate & Plan Outcomes

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

3.2.1.7.3 Stage 1: Initiate & Plan Acceptance Criteria

- Project Charter (DED-01) delivered and accepted
- Evolution Plan (DED-02) delivered and accepted
- Management Plan (DED-03) delivered and accepted
- Project Plan (DED-04) delivered and accepted

- Stakeholder Presentation complete

3.2.2 Stage 2: Assess & Define

3.2.2.1 System Deployment (DED-05)

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

3.2.2.1.1 System Deployment (DED-05) Roles & Responsibilities

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

3.2.2.1.2 System Deployment (DED-05) Requirements & Notes

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

3.2.2.2 Internal Customer Process Storyboarding

Tyler will conduct interviews of the following four major user groups in the City organization to understand the Customer Journey of each prior to beginning detailed Current and Future State Analysis:



This step will serve several purposes; to engage end users that might not typically have involvement in the redesign of system processes, to begin change management communications and reach, and to catalog organizational structure and opportunities for improvement.

In order to achieve some of this work, due to the sheer volume of users, the City Functional Leads, with assistance from Departments Heads, will select a representational group of end users from decentralized departments to communicate each major End User functional area. This group will communicate the Customer Journey experience to Tyler for their peers and provide information back to their teams about the project, as needed.

The information gathered during this step will be documented as internal input for Tyler's use in forming subsequent best practice recommendations.

3.2.2.2.1 Internal Customer Process Storyboarding Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	Provide solicited information to Tyler Consultants	N/A
Steering Committee	Provide solicited information to Tyler Consultants	N/A
Project Manager	- Communicate schedules - Ensure City resource availability	- Validate Session Agendas are on Project SharePoint site - Communicate schedules
Functional Leads	Provide solicited information to Tyler Consultants	Lead sessions to gather Customer Journey experience information
Subject Matter Experts / Others	Provide solicited information to Tyler Consultants	N/A

3.2.2.2.2 Internal Customer Process Storyboarding Requirements & Notes

- Agendas for the sessions will be developed and posted to the Project SharePoint site two (2) weeks in advance of the session
- Documentation of the Customer Journey experience will be maintained by Tyler and used as input for the City's new business process design
- Tyler will not interview representatives from the Public, but requests that the City provide information that clearly represents the Public's experience accessing information from the City's legacy systems
- Tyler and City will collaboratively determine which City personnel are the appropriate representatives for the Storyboarding interviewing process

3.2.2.3 Organizational Change Assessment Study (DED-06)

The Tyler Change Management Lead will prepare and conduct an online survey of all City departments impacted by the Project. The survey will seek to uncover the organizational capacity for change, areas of resistance, and opportunities where communication can improve the Project profile.

Once the information is collected and analyzed, an Organizational Change Assessment Study (DED-06) will be prepared and delivered to the City and formally reviewed to ensure that the findings are understood. The content from this study will be used to formulate and guide subsequent Change Management activities.

3.2.2.3.1 Organizational Change Assessment Study Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	• Provide solicited information in survey	• N/A
Steering Committee	• Provide solicited information in survey	• N/A
Project Manager	• Communicate expectations related to survey completion	• Validate survey schedule is in place • Validate Organizational Change Assessment Study (DED-06) meets requirements • Deliver Organizational Change Assessment Study (DED-06) • Initiate workflow acceptance for DED-06
Functional Leads	• Provide solicited information in survey	• Change Management Lead will design and distribute survey • Change Management Lead will evaluate and prepare Organizational Change Assessment Study (DED-06) • Change Management Lead will lead a formal review of the Study and findings with City and Tyler
Subject Matter Experts / Others	• Provide solicited information in survey	• N/A

3.2.2.3.2 Organizational Change Assessment Study Requirements & Notes

- Tyler Change Management Lead will review the Survey material with the City and Tyler Project Managers prior to distribution to City

- The City Project Manager will provide Tyler Change Management Lead with the appropriate distribution list for the Organizational Change Assessment Study Survey
- The City will make resources available for assessment input and encourage participation

3.2.2.4 Current State Analysis

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

During these sessions, Tyler will review the City responses and ask further clarifications as well as ask the City to provide sample forms and discuss any current processing requirements as dictated by local, City, state, or federal requirements. Tyler consultants will document the information collected from these discussions in a Microsoft Excel workbook that will ultimately become the System Design Document (DED-11), a deliverable of Stage 2: Assess & Define.

3.2.2.4.1 Current State Analysis Roles & Responsibilities

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

Project Role(s)	City Responsibility	Tyler Responsibility
Subject Matter Experts / Others	• Provide solicited information in survey	• N/A

3.2.2.4.2 Current State Analysis Requirements & Notes

- Tyler Change Management Lead will review the Survey material with the City and Tyler Project Managers prior to distribution to City
- The City Project Manager will provide Tyler Change Management Lead with the appropriate distribution list for the Organizational Change Assessment Study Survey
- The City will make resources available for assessment input and encourage participation

3.2.2.5 Fundamental Change Management Introduction

The Tyler Change Management Lead meets with and conducts presentations for the Fresno Change Management Lead, Fresno Executive Sponsor, and the Fresno Change Management Team. The Fresno Change Management Lead also attends change management fundamentals training provided by the Tyler Change Management Lead. The presentations and training will form the foundation and initial Change Management capacity upon which the organization will build.

3.2.2.5.1 Fundamental Change Management Introduction Roles and Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	• Attends Sponsor Change Management Presentation	• N/A
Change Management Lead	• Attends Sponsor, Change Management Team, and Change Management Lead Presentations • Attends change management fundamental training session • Attends some Storyboarding, Fundamentals Introduction, and Current/Future State Analysis sessions, if possible	• Prepares and presents Change Management Lead Introduction presentation • Attends some Storyboarding, Fundamentals Introduction, and Current/Future State Analysis sessions, if possible
Project Manager	• Ensures proper team members are invited	• Provides a change management perspective on the importance of the Fundamental Change Management Introduction and how it will support the project implementation
Change Management Team	• Attends Change Management Team Presentation	• Prepares and presents Change Management Team Introduction presentation

3.2.2.5.2 Fundamental Change Management Introduction Requirements and Notes

- Tyler Change Management Lead will deliver handouts and materials participants can reference to enhance the development of organizational change capacity.
- The Change Management Team should have representation from all impacted Departments.

3.2.2.6 Fundamental Process Introduction

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

3.2.2.6.1 Fundamental Process Introduction Roles & Responsibilities

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

3.2.2.6.2 Fundamental Process Introduction Requirements & Notes

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

3.2.2.7 Change Management Lead Preparation (DED-07)

The Tyler Change Management Lead works with the Fresno Change Management Lead to complete the following Change Management Activities:

Develop a Sponsor Messaging Plan: Tyler provides a template for the Fresno Change Management Lead to schedule, coordinate, and track specific ERP Project activities with the Sponsor. This includes sample communications and examples.

Outline Procedural Change Communication Plan: Tyler provides a tool that tracks the new process, key benefits, who is impacted, the degree of the impact, and the timing for communications. This plan defines major transformational process change as the organization moves from current processes to the future processes due to ERP Project implementation.

Conduct Resistance Management Coaching: Tyler training is focused on developing a recognition of Resistance indicators and includes review of the Tyler provided tools used to help identify (Pulse Check Survey and Scrum Survey) and track resistance (Resistance Management Tracking Tool).

Development of a Recognition and Lessons Learned Program: Tyler provides guidance and reviews the Lessons Learned template and assists in modifying any components of the tool, as required.

3.2.2.7.1 Change Management Lead Preparation Roles and Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Change Management Lead	• Review and modify any tools as needed • Partner with Tyler Change Management Lead in review of the Change Impact Report and the Business Process Improvement Report	• Present and ensure the City Change Management Lead understands the tools and help guide and coach any needed modifications • Contribute to, and review, the Change Impact Report • Contribute to, and review, the Business Process Improvement Report • Monthly review of Change Management Tracking Tools

Project Role(s)	City Responsibility	Tyler Responsibility
		with the City Change Management Lead to ensure compliance with Change Management Plan

3.2.2.7.2 Change Management Lead Preparation Requirements and Notes

- Any material changes from the Change Management Plan Alignment that impact the Change Management Preparation should be integrated into the tracking tools.
- A Project Resource Page should be considered.
- Feedback mechanisms need to be determined and established.

3.2.2.8 Future State Analysis

Tyler Consultants conduct sessions to demonstrate and help City Functional Leads evaluate options for new business process designs. Using the Requirements Traceability Matrix (DED-17), the City and Tyler will determine how functional requirements are met or if a new solution presented by Tyler may result in the requirement being disposed of after testing.

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

All findings and responses during the Future State Analysis sessions will be entered into the Future State Tab of the System Design Document for tracking and evaluation as the Tyler Consultants prepare the Tyler Best Practice Recommendations (DED-08) once the analysis is complete.

3.2.2.8.1 Future State Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Communicate schedules and ensure resources are available • Validate that pre-requisites are completed by due date	• Validate pre-requisites provided as required • Validate sessions scheduled • Validate agendas uploaded to SharePoint site two (2) weeks in advance • Validate Implementation database is ready and available for sessions
Functional Leads	• Attend Future State Analysis sessions	• Create agendas and review with Project Manager

Project Role(s)	City Responsibility	Tyler Responsibility
	• Include Subject Matter Experts, as needed	• Conduct sessions • Document questions, decisions, issues, and/or outcomes from sessions
Subject Matter Experts / Others	• Attend Future State Analysis sessions	• N/A

3.2.2.8.2 Future State Analysis Requirements & Notes

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

3.2.2.9 Chart of Accounts Design

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

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

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

3.2.2.9.1 Chart of Accounts Design Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Schedule resources for COA review and follow-up sessions • Follow-up with department stakeholders to ensure timely feedback and decisions for the COA	• Coordinate Tyler resources for COA review and follow-up sessions with all city departments • Load COA Workbook on Project SharePoint site
Functional Leads	• Attend each Department COA meeting	• Discuss COA options across all departments

Project Role(s)	City Responsibility	Tyler Responsibility
	- Review Tyler COA recommendations - Validate design of COA - Build COA Workbook - Review and confirm COA Workbook was loaded correctly - Review COA desired design and outcomes during System Design Test - Resolve issues identified during error report review and conversion validation	- Facilitate discussions on COA best practices across all departments - Document summary recommendations resulting from COA discussions - Demonstrate COA options in Munis across all departments - Assist City on preparing COA Workbook - Review and validate COA spreadsheet - Assist City in validating COA in Munis test/train - Assist City in resolution of any issues
Subject Matter Experts / Others	- Attend COA sessions, as needed - Build COA Workbook, as assigned	Load converted COA into Munis test/train environment

3.2.2.9.2 Chart of Accounts Design Requirements & Notes

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

3.2.2.10 Tyler Best Practice Recommendations (DED-08)

For each in-scope functional area, Tyler Consultants will prepare written Tyler Best Practice Recommendations. These recommendations take into account numerous factors and inputs, including:

- City Current State input
- City Functional Requirements
- City Evolution Plan
- City Future State input
- Tyler product functionality & options
- Best Practice experience across Tyler and Munis customers
- Government Finance Officers Association (GFOA) Best Practices

The Tyler Best Practice Recommendations will be delivered, accompanied by a formal session review with **Functional Leads to ensure that they understand Tyler’s recommendations. Following these sessions, City** Functional Leads will meet to discuss and review the recommendations internally and make any initial decisions on processes where possible. A second formal review session with Tyler Consultants will take place to answer any questions uncovered during the internal review, and any additional decisions will be added to the document. In addition, the document will track unique data conditions and process steps that specifically must be tested in order to satisfy the efficacy of the process.

While the City Functional Leads may choose to make decisions that vary from Tyler’s recommendations, prior to beginning the final review of the Tyler Best Practice Recommendations deliverable for the City’s acceptance, Tyler will escalate any variance from best practice to the City Project Manager and Steering Committee for formal internal review.

3.2.2.10.1 Tyler Best Practice Recommendations (DED-08) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	Review and approve Tyler Best Practices Recommendations (DED-08)	- Review Tyler Best Practices Recommendations (DED-08) - Create a plan for addressing Issues - Deliver Tyler Best Practices Recommendations (DED-08) - Initiate workflow acceptance for DED-08)
Functional Leads	- Attend formal Tyler Best Practices Recommendations (DED-08) review sessions - Meet internally to discuss the recommended processes and make initial decisions - Provide feedback on data and scenario testing for process validation	- Write Tyler Best Practices Recommendations (DED-08) and review with Tyler PM - Lead formal Tyler Best Practices Recommendations (DED-08) review sessions - Document decisions, data and scenario testing feedback, and any issues from review sessions - Update approved documents
Subject Matter Experts / Others	Provide feedback on data and scenario testing for process validation	

3.2.2.10.2 Tyler Best Practice Recommendations (DED-08) Requirements & Notes

- Tyler Best Practice Recommendations will not cover processes that occur outside of Tyler software
- The document will include the processes that the City will use, or that Tyler recommends be used
- The deliverable is considered complete when the Best Practices Recommendations section of the document is complete and the first formal review with the City has been performed, understanding that it will be updated following subsequent sessions

3.2.2.11 Data Conversion Analysis

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

- Scope of each data conversion option
- Level of detail to be converted
- Historical data to be converted
- Identification of current data sources
- Strategy and timing for data conversion and go-live cutoff

This Plan will be a subset of the Implementation Plan (DED-13) delivered at the end of Stage 2.

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

Koa Hills will lead data mapping activities to develop conversion mapping documents that relate legacy system data with Tyler system data. Tyler's consultants will assist and make recommendations on the types and volume of data to be converted. Data crosswalks will be created when legacy data will be re-enumerated or translated into new values (i.e. renumbering vendor numbers or mapping existing payroll deduction codes into new schemes and numbering ranges). See the Koa Hills Statement of Work (Appendix 4) for additional details regarding the Munis Finance Data Conversion Assistance Scope of Work.

3.2.2.11.1 Data Conversion Scope

The following Conversion Options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted Conversion Options or failing to adhere to the noted conversion assumptions in Section 3.2.3.4.2 will be considered out of scope and will follow the process described in the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03).

Phase	Conversion ID	Description
1	Accounting - Actuals up to 3 years	General ledger – actual account summary balances at the monthly summary level for 3 years, to be populated in the GL Master and GL Master Balance tables
1	Accounting Opt 2 - Budgets up to 3 years	General Ledger – budgeted account balances at the monthly summary level for 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget.
1	Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)

Phase	Conversion ID	Description
1	Accounts Payable - Checks up to 5 years	Check History up to 5 years - after a successful AP Vendor Master conversion, the City provides AP Check information for conversion to related Munis Check Header and Check Detail tables. Check Header holds such data as vendor, warrant, check#, check date, overall amount, GL cash account/date, and clearance information. Check Detail holds related document/invoice numbers for each check.
1	Accounts Payable - Invoice up to 5 years	Invoice History up to 5 years - after a successful AP Vendor Master conversion, the City provides AP Invoice information for conversion to related Munis Invoice Header and Invoice Detail tables. General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record.
1	Accounts Payable Standard Master	Vendor master (names, addresses, SSN/FID, contacts, phone numbers, etc.), remittance addresses, YTD 1099 amounts
1	Capital Assets Std Master	Asset description, status, acquisition quantity, date, and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice), four GL orgs and objects, for Asset account, Contra account, Depreciation Expense account, and Accumulated Depreciation account, plus an addition org and object for purchase account (if desired), Comments.
1	Contracts	Contract header and detail with corresponding journal entry, as needed.
1	General Billing – Bills up to 5 years	This includes 5 years of open and closed invoices from a legacy system. General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record. General ledger (GL) information is included with this conversion so open invoices can be processed in Munis after conversion.
1	General Billing - Recurring Invoices	This includes invoices that are sent on a regular basis, usually monthly. These can be loaded into Munis and then generated, as needed, when the recurring charge is due. General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record.
1	General Billing Std CID	This includes the demographic information for all customers in a legacy database.
1	Project Grant Accounting - Actuals up to 3 years	After the Project Ledger is set up, and a crosswalk created between legacy accounts and Munis accounts, balances to be populated in the Munis Project Ledger tables.
1	Project Grant Accounting - Budgets up to 3 years	After the Project Ledger is set up, and a crosswalk created between legacy accounts and Munis accounts,

Phase	Conversion ID	Description
		budgeted balances, to be populated in the Munis Project Ledger tables.
1	Project Grant Accounting Standard	Conversion from City completed PGA Excel spreadsheet for setup information for segments, account strings and FS Allocation table.
1	Purchase Orders - Standard Open PO's only	Open purchase orders with encumbrances, including blanket POs, as necessary.
2	Human Resources - Certifications	Employee Certifications and Expirations
2	Human Resources – Education	Employee Education History
2	Human Resources – PM Action History up to 5 years	Information on various types of personnel actions, such as job or salary changes, along with dates. These are converted into Munis personnel action records as though they had happened within the Munis application.
2	Human Resources – Position Control	Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step. This conversion, when purchased, is done at the beginning with employee master and employee deductions and taken over by the City before they can begin to create employee pay records.
2	Human Resources – Recruiting	Application, requisition, applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interview.
2	Payroll – Accrual Balances	Employee Accrual Balances (Vacation, Holiday, and other Leave balances) are converted from legacy data to corresponding Munis tables. If provided, start-of-year, earned-to-date, and used-to-date can be converted, as well. If converted, accrual balances must be completed before the City goes Live on actual payroll runs. Accrual transaction history is not part of this option. If a City requests accrual history, it needs to be quoted by the conversion department.
2	Payroll – Accumulators up to 5 years	YTD, QTD, MTD Accumulators - Employee pay and deduction amounts (and sometimes amounts paid by the employer on behalf of the employee), are converted in this option. Though it is sometimes not so in the legacy system, each amount in Munis must be related to a specific pay or deduction code. The deduction code crosswalk used in Option 1 is used again here and in deduction history (option 5). A pay code crosswalk is usually provided, or else a single default code for all regular pay, plus any relevant noncash pay codes. Tax and retirement grosses may be converted or may be calculated afterward through a Munis process. If history conversions are also purchased, there is usually no need to provide separate source data for accumulators.
2	Payroll – Check History up to 5 years	Payroll Check History - earnings and deductions in employee check history (with check# and check date), attached to a code.

Phase	Conversion ID	Description
2	Payroll - Deductions	Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information. NOTE: Unlike the conversion of any other module, payroll goes live in 2 steps. The employee master and deduction data are accepted and maintained in both legacy and Munis systems for 1 to several months, in order to give the City time to create Munis pay records for their employees and do parallel payroll runs.
2	Payroll – Earning/Deduction History up to 5 years	Payroll Earnings and Deductions History - earnings and deductions in employee check history (with check# and check date), attached to a code.
2	Payroll - Standard	Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information.

3.2.2.11.2 Data Conversion Analysis Roles & Responsibilities

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

3.2.2.11.3 Data Conversion Analysis Requirements/Notes

N/A

3.2.2.12 Tyler ReadyForms Analysis

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

3.2.2.12.1 Tyler ReadyForms Scope

ReadyForms™ is a **web**-based application that provides a library of form models from which the City can create templates. Using ReadyForms in conjunction with your Tyler product allows the City to compile completed documents such as payroll checks, purchase orders, certificates, and so on, using the templates created from the available models. Additional formats of forms listed below are considered additional scope. Custom forms, where custom designs are not required to meet any of the agreed to Functional Requirements, require a change order. Tyler ReadyForms requires the use of approved printers.

Tyler's ReadyForms templates are listed below.

Module	Form
Accounts Payable	• 1099-G • 1099-INT • 1099-MISC • 1099-NEC • 1099-S • Accounts Payable Check
Accounts Receivable	• General Billing Invoice • General Billing Statement • General Billing Receipt • Miscellaneous Receipt
Grants	• Federal Financial Report • Request for Advance
Payroll/HCM	• 1095-B • 1095-C • 1095-R • Payroll Check • Payroll W-2 • Payroll W-2c • Personnel Action
Purchasing	• Delivery Ticket • Purchase Order • Purchase Requisition

3.2.2.12.2 ReadyForms Analysis Roles & Responsibilities

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

3.2.2.12.3 Requirements/Notes

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

3.2.2.13 Security Analysis

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

3.2.2.13.1 Security Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Coordinate resources	• Coordinate resources • Provide Role Security template
Functional Leads	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Review City business process and facilitate process to define user access roles and permissions

Project Role(s)	City Responsibility	Tyler Responsibility
		Identify correct Munis module security features to match to roles and City business process decisions
Subject Matter Experts / Others	N/A	N/A

3.2.2.13.2 Requirements/Notes

N/A

3.2.2.14 Workflow Analysis

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

3.2.2.14.1 Workflow Analysis Roles & Responsibilities

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

3.2.2.14.2 Requirements/Notes

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

3.2.2.15 Reporting Analysis

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

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

3.2.2.15.1 Report Analysis Roles & Responsibilities

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

3.2.2.15.2 Requirements/Notes

- N/A

3.2.2.16 Standard Import, Export & APIs & Interface Analysis

An interface is where two or more separate systems and/or software products communicate under limited capacity. Interfaces may be performed by importing and exporting flat files at determined time intervals or through the use of APIs.

Imports and exports are defined as programs that exist in the system for any customer to use as needed. These standard imports and exports either utilize defined file layouts or provide flexible layouts that City users can manipulate to meet the needs of the 3rd party system. So long as a 3rd party system integrating **with Tyler's system can use the existing formats / methods, then programming charges will not be** required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes will follow the process outlined in the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03).

An integration, or application integration, is the automated flow of data to two disparate applications/systems. Integrations are useful to minimize human error for repetitive tasks. APIs are a type of integration and not the integration itself

Tyler and the City will review, document, and inventory the standard imports, exports, APIs, and interfaces that will be used by the City through reviewing and cross-referencing the RFP checklist and during City interviews. All imports, exports or APIs identified as necessary will be added to and tracked using the 3rd Party Data Exchange SharePoint list. Any requests to modify standard import or export file layouts will follow the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03).

For each standard import or exports, Tyler will request file layouts to be utilized during the Build & Validate Stage.

For each standard API, Tyler recommends that City has an active support agreement with the third-party system and that the City be on a current version actively supported by the manufacturer/developer of the third-party product installed. The City must understand that not being on the supported version may have an impact on the use.

A Toolkit is a group of endpoints that deal with a given Munis application module (e.g. Accounts Receivable). It includes every publicly exposed endpoint in that module, including any added in the future. When an endpoint or resource is added to the module, it will become a part of the toolkit and new ones will automatically appear in your portal. The number of endpoints available in Toolkits will continually grow as more and more services become available.

The Munis API Toolkit Bundle includes:

Munis General Ledger API Toolkit

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

Munis Project Ledger API Toolkit

Provides programmatic access to common Munis Project Ledger application resources, such as projects, project strings, milestones, and journal entries information and processes.

Munis Accounts Payable API Toolkit

Provides programmatic access to common Munis Accounts Payable application resources, such as vendors, invoices, and payment information and processes.

Munis Purchase Orders API Toolkit

Provides programmatic access to common Munis Purchase Order application resources, such as vendors, purchase orders, and other purchasing information and processes.

Munis Requisitions API Toolkit

Provides programmatic access to common Munis Requisitions application resources, such as vendors, requisitions, and other requisition information and processes.

Munis Accounts Receivable API Toolkit

Provides programmatic access to common Munis Accounts Receivable application resources, such as customers, bills, and other payment information and processes.

Munis Recruiting API Toolkit

Provides programmatic access to common Munis Recruiting application resources, such as open positions, applicants and other recruiting information and processes.

The Utility Billing Scope is covered in a separate SOW.

Munis Utility Billing API Toolkit

Provides programmatic access to common Munis Utility Billing application resources, such as accounts, bills, consumption, and meter reading information and processes

Although included in the Toolkit Bundle, the following Munis modules are not included in the scope of this project.

Munis Permits & Inspections API Toolkit

Provides programmatic access to common Munis Permits & Inspections application resources, such as project, contractors, and other inspection information and processes. (Note: Although included in the Toolkit Bundle, Munis Permits & Inspections are not included in the scope of the project.)

Munis EAM API Toolkit

Provides programmatic access to common Munis EAM application resources, such as assets, work orders, and service request information and processes.

Munis Inventory API Toolkit

Provides programmatic access to common Munis Inventory application resources, such as vendors, inventory items, and other inventory and warehouse information and processes.

3.2.2.16.1 Standard Import, Export, and Interface Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	Coordinate resources	Coordinate resources
Functional Leads	- Identify requirements for imports, exports, and interfaces - Coordinate third party interface needs/development as needed - Provide requested File Layouts to Tyler	- Review existing standard interface options within Tyler's system - Document and inventory the standard imports, exports and interfaces that will be used
Subject Matter Experts / Others	N/A	- Review existing standard interface options within Tyler's system - Document and inventory the standard imports, exports and interfaces that will be used

3.2.2.16.2 Application Program Interface Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Coordinate resources - Ensure that all required City interfaces are documented for status and test tracking	- Coordinate resources - Ensure that all required City interfaces are documented for status and test tracking
Functional Leads	- Identify requirements for interfaces - Coordinate third party interface needs/development as needed - Pull documentation for Munis OpenAPI resources from the Developer Portal - Determine API for use to meet the requirements of each City interface	- Provide a high-level overview of the Developer Portal - Assist with documenting the third-party interfaces and associated APIs that will be used on the SharePoint 3rd Party Data Exchange List
Subject Matter Experts / Others	N/A	Assist with documenting the third-party interfaces and associated APIs that will be used on the SharePoint 3rd Party Data Exchange List

3.2.2.16.3 Requirements/Notes

- It is assumed that the City will continue to manage existing 3rd party relationships, agreements, and communications
- The City of Fresno will use the NeoGov Recruit solution for applicants. Fresno will track:
 - EEO ethnicity code
 - Email
 - First name
 - Gender
 - Hire date
 - Job class
 - Last name
 - Location code
 - Middle name
 - Address
 - City
 - Country
 - State
 - Start date
- This information will be made available to Munis HR by using the Applicant Tracking API. This information will go from NeoGov to Munis when the employee is hired. It is Fresno's responsibility to maintain the APIs for NeoGov and Tyler.
- The Tyler Munis Development team and NeoGov Development engaged in discussions regarding the APIs for both organizations in June 2020. We validated that both APIs are based on the same development methodology and the data exchange can happen in real-time.

3.2.2.17 Program Modifications and Custom Interface Analysis

Program modification or custom interfaces ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within Tyler's system. There is a Custom Interface in the scope for P-Card Import should it be needed. Any non-contracted Program Modifications and/or Custom Interfaces identified during the course of the Project must follow the process outlined in the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03).

Depending on the timing of any scope change request for modifications or custom interfaces, delivery of these items may occur Post-Production Cutover.

3.2.2.17.1 Program Modification and Custom Interface Analysis Roles & Responsibilities

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

Project Role(s)	City Responsibility	Tyler Responsibility
		Perform and deliver defect corrections, as necessary

3.2.2.17.2 Program Modification and Custom Interface Scope

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

3.2.2.17.3 Program Modification and Custom Interface Requirements & Notes

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

3.2.2.18 Establish Requirements Traceability Matrix (RTM) (DED-17) Baseline

Tyler will create a tracking and reporting system based on the City's functional requirement checklist known as a **Requirements Traceability Matrix ("RTM")** (DED-17) to ensure each requirement where Tyler affirmatively responded to have been satisfied within the project. Similarly, through this effort City and Tyler will work together to document any requirements that are determined during the project to be no longer required by the City.

The RTM will be used during the System Design Test process and as such, City-specific test scripts will be developed as described in the Quality Management Plan, given unique identifiers and aligned to the functional requirement checklist responded to by Tyler and to document the results of the tests. During the System Design Test, City and Tyler staff will validate and update the RTM.

3.2.2.18.1 Establish Requirements Traceability Matrix (RTM) Baseline Roles & Responsibilities

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

3.2.2.18.2 Establish Requirements Traceability Matrix (RTM) Baseline Requirements/Notes

- Tyler's staff will create the initial RTM Baseline based on Tyler's response to the functional requirements attached to this Agreement as Exhibit F – Functional Requirements
- The Requirements Traceability Matrix (DED-17) will be delivered as part of Stage 4 – Training & Testing, once all requirements have been validated

3.2.2.19 System Design Test

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

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

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

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

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

3.2.2.19.1 System Design Test Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Coordinate resources • Ensure decisions are made in accordance with the project schedule	• Coordinate resources • Ensure decisions are made in accordance with the project schedule
Functional Leads	• Assist in system setup and data population, as desired • Participate in sessions	• Facilitate and lead SDT process • Configure the system and build representative data sets

Project Role(s)	City Responsibility	Tyler Responsibility
	- Assess project decisions and validate/correct project decisions. - Participate in retesting for any changes to significant setup decisions - Validate the working Requirements Traceability Matrix	- Document results from Test, including module integration testing - Re-perform Test for any changes to major decisions - Update Tyler Best Practice Recommendations document as required - Update the Requirements Traceability Matrix, as needed
Subject Matter Experts / Others	Provide feedback on any missing data and scenario testing for System Design Test Scripts	N/A

3.2.2.19.2 System Design Test Requirements & Notes

- It is assumed that City has reviewed and approved necessary data scenarios and that are representative of City requirements
- There will be certain data objects, such as employees, that standard data imports will be used to create the initial test data sets
- The City Functional Leads will make decisions on all processes as an output of the System Design Test by the completion date in the Project Plan
- Failure to finalize decisions may cause a delay in the Project schedule
- Process decisions from the System Design Test will drive training, process document development, testing, data conversions, and other key processes

3.2.2.19.3 System Design Test Scripts (DED-09)

Tyler Consultants will prepare System Design Test Scripts (DED-09) based on the preliminary decisions made during the Tyler Best Practice Recommendations review sessions. The scripts are City-Specific and intended to lead City in the step-by-step testing of City business process decisions. The test scripts will enable the City to see and validate the way the system functions using sample City data and business processes during System Design Testing. The test scripts will also align to and reference the Requirements Traceability Matrix ID that is being satisfied through the process.

3.2.2.19.4 System Design Test Scripts (DED-09) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	Review and approve System Design Test Scripts (DED-09)	- Review System Design Test Scripts (DED-09) - Create plan for addressing Issues - Deliver System Design Test Scripts (DED-09)

Project Role(s)	City Responsibility	Tyler Responsibility
		Initiate workflow acceptance for DED-09
Functional Leads	- Review System Design Test Scripts (DED-09) - Provide feedback on any missing data and scenario testing for System Design Test Scripts	- Write System Design Test Scripts (DED-09) and review with Tyler PM - Update documents with feedback from City
Subject Matter Experts / Others	Provide feedback on any missing data and scenario testing for System Design Test Scripts	N/A

3.2.2.19.5 System Design Test Scripts (DED-09) Requirements & Notes

- System Design Test Scripts (DED-09) will not cover processes that occur outside of Tyler software
- The scripts will include the processes that the City will use, or that Tyler recommends be used
- The System Design Tests will be organized by functional area but will include all necessary cross module processes so that City can evaluate the integration between modules and its impact on business processes.

3.2.2.20 Change Impact Report (DED-10)

Tyler Consultants will compile information from all system design elements, including the System Design Test, with completed City decisions. Working with the Tyler Change Management Lead, Tyler Consultants will collaborate to identify and document the significant procedural impact points throughout the City resulting from new processes. The Change Impact Report (DED-10) will be formally reviewed with the City to ensure a thorough understanding of the ramifications of identified process changes.

3.2.2.20.1 Change Impact Report (DED-10) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	Coordinate resources for formal review of Deliverable	- Review Change Impact Report (DED-10) - Create plan for addressing Issues - Deliver Change Impact Report (DED-10) - Initiate workflow acceptance for DED-10
Functional Leads	Attend formal review of Change Impact Report (DED-10)	Write Change Impact Report (DED-10) and review with Tyler PM

Project Role(s)	City Responsibility	Tyler Responsibility
	Evaluate need for further internal discussions	- Facilitate and lead review of Change Impact Report (DED-10) - Ensure information becomes part of Process Change Management Plan (subset of Implementation Plan (DED-13))
Subject Matter Experts / Others	Review Report	Review Report

3.2.2.20.2 Change Impact Report (DED-10) Requirements & Notes

The Change Impact Report will contain an overview of the approved, changed business process, as well as the impacted groups, impact rating, and a suggested timing for Change Management action

3.2.2.21 System Design Document (DED-11)

Tyler Consultants will finalize all information from the Current State and Future State spreadsheet tabs based on the approved outcome of the System Design Test. This System Design Document (DED-11) will capture the information that was gathered during Analysis sessions with the City, City decisions, process outlines, and the translation of those decisions to settings in Tyler software.

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

3.2.2.21.1 System Design Document (DED-11) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Coordinate resources for internal review of Deliverable - Notify Tyler of any issues with Deliverable	- Review System Design Document (DED-11) - Create plan for addressing Issues - Deliver System Design Document (DED-11) - Initiate workflow acceptance for DED-11
Functional Leads	Attend internal review of System Design Document (DED-11)	Write System Design Document (DED-11) and review with Tyler PM
Subject Matter Experts / Others	Review System Design Document (DED-11)	Review System Design Document (DED-11)

3.2.2.21.2 System Design Document (DED-11) Requirements & Notes

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

3.2.2.22 Business Process Improvement Report (DED-12)

Once the System Design Test and System Design Document are complete, Tyler Consultants will prepare a Business Process Improvement Report (DED-12) outlining the business process improvements and major adjustments resulting from the business process redesign that has just been completed. This Report is intended to provide the City Project Sponsor and Stakeholders with tangible reporting information to support the continued Project investment and progress.

3.2.2.22.1 Business Process Improvement Report (DED-12) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	Review Business Process Improvement Report (DED-12)	Review Business Process Improvement Report (DED-12)
Steering Committee	Business Process Improvement Report (DED-12)	Business Process Improvement Report (DED-12)
Project Manager	- Coordinate resources for internal review of Business Process Improvement Report (DED-12) - Notify Tyler of any issues with Deliverable	- Review Business Process Improvement Report (DED-12) - Create plan for addressing Issues - Deliver Business Process Improvement Report (DED-12) - Initiate workflow acceptance for DED-12
Functional Leads	Attend internal review of Business Process Improvement Report (DED-12)	Write Business Process Improvement Report (DED-12) and review with Tyler PM
Subject Matter Experts / Others	Review Business Process Improvement Report (DED-12)	Review Business Process Improvement Report (DED-12)

3.2.2.22.2 Business Process Improvement Report (DED-12) Requirements & Notes

- N/A

3.2.2.23 Implementation Plan (DED-13)

The Implementation Plan (DED-13) will be developed using the details compiled from each analysis session that occurred during the Assess & Define Stage. This approach allows the Tyler Project Manager to develop a detailed plan that specifically addresses and covers each City component that must be covered in the Implementation Plan, including:

- System Build Plan
- Conversion Plan
- System Data Integration Plan
- System Interface Plan
- Security Plan
- Forms Plan
- Reports Plan
- Quality Management Testing Plan
- Process Change Management Plan

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

3.2.2.23.1 Implementation Plan (DED-13) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	• Review Implementation Plan (DED-13)	• Review Implementation Plan (DED-13)
Project Manager	• Coordinate resources for internal review of Implementation Plan (DED-13) • Notify Tyler of any issues with Deliverable	• Review Implementation Plan (DED-13) • Create plan for addressing Issues • Deliver Implementation Plan (DED-13) • Initiate workflow acceptance for DED-13
Functional Leads	• Attend internal review of Implementation Plan (DED-13)	• Write Implementation Plan (DED-13) and review with Tyler PM
Subject Matter Experts / Others	• Review Implementation Plan (DED-13)	• Review Implementation Plan (DED-13)

3.2.2.23.2 Implementation Plan (DED-13) Requirements & Notes

- N/A

3.2.2.24 Stage 2: Assess & Define Control Point

3.2.2.24.1 Stage 2: Assess & Define Deliverables

- Organizational Change Assessment Study (DED-06)

- SaaS Installation Report (DED-05)
- Tyler Best Practice Recommendations (DED-08)
- System Design Test Scripts (DED-09)
- Change Impact Report (DED-10)
- System Design Document (DED-11)
- Business Process Improvement Report (DED-12)
- Implementation Plan (DED-13)
 - System Build Plan
 - Conversion Plan
 - System Data Integration Plan
 - System Interface Plan
 - Security Plan
 - Forms Plan
 - Reports Plan
 - Quality Management Testing Plan
 - Process Change Management Plan

3.2.2.24.2 Stage 2: Assess & Define Outcomes

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

3.2.2.24.3 Stage 2: Assess & Define Acceptance Criteria

- Customer Process Storyboarding is complete
- City can access Tyler environments
- Organizational Change Assessment Study (DED-06) delivered and accepted
- City authorizes load of Chart of Accounts into Production
- Current and Future State Analysis is complete
- Authorization to load Chart of Accounts in Production sign-off received from City
- Tyler Best Practice Recommendations (DED-08) delivered and accepted
- System Design Test Scripts (DED-09) delivered and accepted
- System Design Tests completed to City's satisfaction
- Change Impact Report (DED-10) delivered and accepted
- Requirements Traceability Matrix baseline is being updated with City decisions
- System Design Document (DED-11) delivered and accepted
- Business Process Improvement Report (DED-12) delivered and accepted
- Implementation Plan (DED-13) delivered and accepted

3.2.3 Stage 3: Build & Validate

3.2.3.1 Change Management Stage Reinforcement

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 meeting of the project team to examine what worked well and Specific Actionable Recommendations can be put in place for the next Stage of the project. The Tyler CM Lead will review and Coach Executed Recognition Activities with Fresno CM Lead.

3.2.3.1.1 Change Management Stage Reinforcement and Lessons Learned Review Roles and Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	Attend the Lessons Learned Session according to the Sponsor Messaging Guide	CM Lead to encourage attendance and support City CM Lead coaching activity with the Project Sponsor
Change Management Lead	Facilitate session and capture Specific Actionable Recommendations for tracking and use	- Attend to help facilitate session - Advise City CM Lead on strategies to use and track recommendations
Project Manager	Ensures proper team members are invited	- CM Lead to inform the Project Manager on the purpose of the After-Action Review - CM Lead will coach Project Manager to implement recommendations in future WBS Stages and Project Phases - Ensures proper team members are invited
Project Team	Attend and contribute to the session	CM Lead prompts Project Team members for recommendations and solutions
Change Management Team	Attend and contribute to the session	CM Lead prompts Change Management Team members for recommendations and solutions

3.2.3.1.2 Change Management Stage Reinforcement Requirements and Notes

- Hold the Lessons Learned session as soon as possible after the finish of the previous stage.

- Everyone should participate in an atmosphere free from the concept of seniority or position. Lessons Learned Reviews are learning events rather than critiques.
- If possible, have a facilitator who is not part of the project team lead the session with help from the Fresno CM Lead.

3.2.3.2 Application Configuration

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

3.2.3.2.1 Application Configuration Roles & Responsibilities

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

3.2.3.2.2 Application Configuration Scope

- Setup Tables
- Workflow
- Security Roles & Permissions

3.2.3.2.3 Application Configuration Requirements & Notes

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

3.2.3.3 Standard Import, Export & Application Program Interface (API) Build & Validate

All imports, exports and APIs will be identified and added to the 3rd Party Data Exchange SharePoint list during the Assess & Define Stage. For standard imports and exports, Tyler staff will also train the standard import and export functionality within the contracted modules, such that the City understands the capabilities and how to utilize the respective import or export program.

The City will be responsible for building the APIs with minimal involvement from the Tyler Implementation team. The Munis OpenAPI offering is not for a basic Munis user or inexperienced technical resource. It requires a City resource that has the technical expertise to develop programs with an API. Because Tyler uses Industry Standard protocols and methodologies, if the City has staff with API experience, process can be greatly simplified. Any addition of APIs not initially included in the scope that are deemed necessary will follow the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03).

3.2.3.3.1 Standard Import, Export, and Interface Build & Validate Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Coordinate Resources • Monitor validation of imports and exports	• Coordinate Resources • Monitor validation of imports and exports
Functional Leads	• Provide requested test files to Tyler for import validation • Validate reports/data provided by Tyler resulting from the import of test data files • Submit export test files to external parties as necessary for validation	• Train on the functionality and use of each import or export program to be used • Utilize test files provided by the City to validate standard imports • Provide City staff with direction for the validation of imported data • Produce export test files for use for validation by external parties
Subject Matter Experts / Others	• N/A	• Train on the functionality and use of each import or export program to be used • Utilize test files provided by the City to validate standard imports • Provide City staff with direction for the validation of imported data • Produce export test files for use for validation by external parties

3.2.3.3.2 Application Program Interface Build & Validate Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Monitor status of build and validation of APIs - Provide tracking status of all APIs to Tyler Project Manager	- Monitor the 3rd Party Data Exchange SharePoint list to ensure progress in build and validation of APIs - Provide tracking status of all APIs to Tyler Functional Leads
Functional Leads	- Pull documentation for Munis OpenAPI resources from the Developer Portal - Develop all APIs relating to required City interfaces - Test all APIs relating to required City interfaces - Validate all APIs relating to required City interfaces - Provide tracking status of all APIs to City Project Manager	- Provide standard guides on functionality use - Assist with documenting the third-party interfaces and associated APIs that will be used on the SharePoint 3rd Party Data Exchange List - Provide assistance with updating status of interface development and testing on the SharePoint 3rd Party Data Exchange list
Subject Matter Experts / Others	N/A	- Assist with documenting the third-party interfaces and associated APIs that will be used on the SharePoint 3rd Party Data Exchange List - Provide assistance with updating status of interface development and testing on the SharePoint 3rd Party Data Exchange list

3.2.3.3.3 Requirements/Notes

- It is assumed that the City will continue to manage existing 3rd party relationships, agreements, and communications

3.2.3.4 Data Conversion & Validation

The data conversion process involves Tyler's Data Conversion Team writing custom conversion programs to consume and prepare the legacy system data to be migrated into Tyler's system. City staff are responsible for extracting data from the legacy system with the Tyler's guidance. Each extract must follow a mutually agreed to format, defining the file layouts of the provided data and include running the applicable balancing reports and record counts at the time of data extraction. City staff will upload the legacy system data and control totals to Tyler's Kite Works site using a uniquely provided username and password.

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

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

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

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

3.2.3.4.1 Data Conversion Roles & Responsibilities

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

Project Role(s)	City Responsibility	Tyler Responsibility
	- Document and submit needed corrections to conversion - Perform data conversion validations and proofing in an iterative manner until the final data pass - Review and provide authorization to proceed to final conversions before pre-live	
Subject Matter Experts / Others	Perform data conversion validations and proofing in an iterative manner until the final data pass	- Train City on methods for loading, validating converted data - Coordinate conversion MIUs

3.2.3.4.2 Data Conversion Requirements & Notes

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

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

3.2.3.5 Process Manuals (DED-14)

Tyler Consultants will update baseline Munis Procedure Documentation to reflect specific City processes based on final decisions as documented in the accepted System Design Document (DED-11). These Process Manuals (DED-13) will be used during to assist with Process Training and subsequent to Implementation for general process documentation. The documents will be updated a final time during Implementation stage if in-scope modifications impact the respective documented processes.

3.2.3.5.1 Process Manuals (DED-14) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	Coordinate resources for internal review of Process Manuals (DED-14)	- Review Process Manuals (DED-14) - Create plan for addressing Issues

Project Role(s)	City Responsibility	Tyler Responsibility
	Notify Tyler of any issues with Deliverable	- Deliver Process Manuals (DED-14) - Initiate workflow acceptance for DED-14
Functional Leads	- Conduct internal review of Process Manuals (DED-14) - Notify Tyler of any issues with Deliverable	- Write Process Manuals (DED-14) - Make corrections to documents as reported by City prior to acceptance
Subject Matter Experts / Others	- Conduct internal review of Process Manuals (DED-14) - Notify Tyler of any issues with Deliverable	N/A

3.2.3.5.2 Process Manuals (DED-14) Requirements & Notes

- City-representative data and screenshots will be used in the Process Manuals, not generic data, and screenshots
- The processes that will be included in Process Manuals are outlined in Appendix 2

3.2.3.6 End User Guides (DED-15)

Tyler Consultants will create streamlined and easy-to-follow process guides for End Users based on the accepted System Design Document (DED-11). These End User Guides (DED-15) will be used to assist with End User Training and subsequent to Implementation for general process documentation.

3.2.3.6.1 End User Guides (DED-15) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Coordinate resources for internal review of End User Guides (DED-15) - Notify Tyler of any issues with Deliverable	- Review End User Guides (DED-15) - Create plan for addressing Issues - Deliver End User Guides (DED-15) Initiate workflow acceptance for DED-15
Functional Leads	- Conduct internal review of End User Guides (DED-15) - Notify Tyler of any issues with Deliverable	- Write End User Guides (DED-15) - Make corrections to documents as reported by City
Subject Matter Experts / Others	- Conduct internal review of End User Guides (DED-15) - Notify Tyler of any issues with Deliverable	

3.2.3.6.2 End User Guides (DED-15) Requirements & Notes

City-representative data and screenshots will be used in the Guides, not generic data, and screenshots

End User processes that will be included in the Guides will be extracted from the applicable end user processes listed in Appendix 2

3.2.3.7 Process Validation

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

3.2.3.7.1 Process Validation Roles & Responsibilities

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

3.2.3.7.2 Process Validation Requirements & Notes

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

3.2.3.8 Change Management Process Change Roll-out

The Tyler Change Management Lead will begin the process of helping the City execute the Process Change Management Plan, including conducting Coach Development Sessions to train and build a core group of City employees who understand change management concepts and to develop change management leaders in project support strategies.

- The Coach Sessions will include preparing the City to:
- **Understand “why” change can be difficult for some staff**
- Understand the project change and the impact on their staff
- Understand process and/or procedure change
- Understand how to deliver the Process Change Document and support it
- Understand the importance of consistent and repetitive communication to prepare staff for the project change
- Prepare managers and supervisors to recognize and address resistant behavior

Depending on the content of the Process Change Management Plan, other forms of communications like posters, team meetings, departmental email blasts, etc. may also be incorporated into the roll-out.

3.2.3.8.1 Change Management Process Change Roll-out Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Monitor success of Coach Development Sessions • Validate that Process Change Management Plan is properly executed	• Monitor delivery of Coach Development Sessions • Validate that Process Change Management Plan is properly executed
Functional Leads		• Conduct Coach Development Sessions • Execute Process Change Management Plan
Subject Matter Experts / Others	• Attend Coach Development Sessions • Adopt Change Management concepts and strategies • Execute Process Change Communications • Report issues and resistance to Project Manager	• N/A

3.2.3.8.2 Change Management Process Change Roll-out Requirements & Notes

- N/A

3.2.3.9 User Acceptance Test Scripts (DED-16)

Tyler Consultants will develop User Acceptance Test Scripts (DED-16) using the System Design Test Scripts (DED-09) as starting points. The User Acceptance Test (UAT) Scripts (DED-16) will be written in a step-by-step format that outline individual processes and expected outcome. The City and Tyler will create a test log to track test schedule, assigned personnel, test outcome, and communicate status of testing or retesting.

3.2.3.9.1 User Acceptance Test Scripts (DED-16) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Coordinate resources for internal review of User Acceptance Test Scripts (DED-16) - Notify Tyler of any issues with Deliverable	- Review User Acceptance Test Scripts (DED-16) - Create plan for addressing Issues - Deliver User Acceptance Test Scripts (DED-16) - Initiate workflow acceptance for DED-16
Functional Leads	- Conduct internal review of User Acceptance Test Scripts (DED-16) - Notify Tyler of any issues with Deliverable	- Write User Acceptance Test Scripts (DED-16) - Make corrections to scripts as reported by City
Subject Matter Experts / Others	- Conduct internal review of User Acceptance Test Scripts (DED-16) - Notify Tyler of any issues with Deliverable	N/A

3.2.3.9.2 User Acceptance Test Scripts (DED-16) Requirements & Notes

- Any authorized changes to processes after acceptance of UAT Scripts will be result in scripts being updated by Tyler and City
- Tyler will develop a catalog of the UAT Scripts for tracking purposes and for ease of use during the execution of UAT in Stage 4: Training & Testing

3.2.3.10 ReadyForms Build & Validate

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

3.2.3.10.1 Forms Build & Validate Roles & Responsibilities

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

3.2.3.10.2 Tyler Forms Build & Validate Requirements & Notes

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

3.2.3.11 Custom Reports Build & Validate

If the City determines that custom reports are required as identified during Report Analysis a total of 640 Custom Report Writing Hours are included in the Scope of the Project. Tyler's Report Writing Team will develop a Specification document outlining the purpose of each report, the number of hours required to develop the report, and approximate delivery date. Once the specification is approved, Tyler will write the report and at least once during the process, contact the City to confirm that the report is being developed as the City expects. Upon completion, Tyler will load the report on the City's server and demonstrate the functionality using City data. Billing for the hours will occur at the time of report delivery. If the report does not function as outlined in the Specification document, Tyler will correct it and return the report for re-testing. If there are requests for changes to the report that fall outside the original Specifications, Tyler may alter the cost and timeline for delivery.

3.2.3.11.1 Forms Build & Validate Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Review and accept report specification • Track Custom Report budget	• Track Custom Report budget • Coordinate communication with Tyler Report Writer
Functional Leads	• Communicate Report requirements • Validate requirements in written specification	

Project Role(s)	City Responsibility	Tyler Responsibility
	Validate Report meets Specification	
Subject Matter Experts / Others		- Tyler Report Writer performs report analysis - Tyler Report Writer writes specification and quote - Tyler Report Writer develops report - Tyler Report Writer validates report meets requirements and specifications

3.2.3.11.2 Tyler Reports Build & Validate Requirements & Notes

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

3.2.3.12 System Build Validation & Test

To validate that the system build process has been completed accurately and thoroughly, including data conversions (not final, in all cases), forms, and custom reports, Tyler and the City will use the User Acceptance Test Scripts (DED-16) to validate and test the system. Any issues will be tracked and processed for resolution.

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

3.2.3.12.1 System Build Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Schedule Resources for System Build Validation Testing - Ensure City resources have UAT scripts - Monitor test results - Escalate issues	- Schedule Resources for System Build Validation Testing - Ensure City & Tyler resources have UAT scripts - Monitor test results - Escalate issues
Functional Leads	- Assist in System Build Validation Testing - Track test results - Escalate issues	- Lead System Build Validation Testing - Track test results - Escalate issues

Project Role(s)	City Responsibility	Tyler Responsibility
	• Approve configuration correction	• Correct configuration with Change Control
Subject Matter Experts / Others	• Perform System Build Validation Testing • Track test results • Escalate issues	• Perform System Build Validation Testing • Track test results • Escalate issues

3.2.3.12.2 System Build Requirements & Notes

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

3.2.3.13 Stage 3: Build & Validate Control Point

3.2.3.13.1 Stage 3: Build & Validate Deliverables

- Process Manuals (DED-14)
- End User Guides (DED-15)
- User Acceptance Test Scripts (DED-16)

3.2.3.13.2 Stage 3: Build & Validate Outcomes

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

3.2.3.13.3 Stage 3: Build & Validate Acceptance Criteria

- Application has been fully configured
- Data conversion programs have been accepted as providing accurate data

- Process Manuals (DED-14) delivered and accepted
- End User Guides (DED-15) delivered and accepted
- Process Validation has occurred, along with the City Project Team training needed to support the validation efforts
- User Acceptance Test Scripts (DED-16) delivered and accepted
- Tyler Forms loaded on server
- Custom Reports (if any) delivered and in the process of review and acceptance
- Requirements Traceability Matrix (DED-17) is being updated with City decisions
- System Build Validation Test has been performed
- Process Change Management Roll-out is complete, including completion of Coach Development sessions

3.2.4 Stage 4: Training & Testing

3.2.4.1 Change Management Stage Reinforcement

See Section 3.2.3.1

3.2.4.1.1 Change Management Stage Reinforcement Roles and Responsibilities

See Section 3.2.3.1.1

3.2.4.1.2 Change Management Stage Reinforcement Requirements and Notes

See Section 3.2.3.1.2

3.2.4.2 Power User End-to-End Training

Tyler Consultants, using accepted Process Manuals (DED-14) as guides, will conduct end-to-end process classroom training for City Power Users. Sessions will be aligned according to functional area, with occasional sessions covering cross functional processes. During these sessions, all City users, that will ultimately function as primary users of Tyler software for performing the City's daily business, will be trained. It is critical that the City correctly identify the users and ensure their attendance to training sessions so delays to the schedule can be avoided and selected users are prepared adequately to participate in the User Acceptance Testing.

3.2.4.2.1 Power User End-to-End Training Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Schedule resources to attend training sessions • Communicate agenda topics and pre-requisites • Validate attendance • Ensure that City Trainers are in attendance to receive training in	• Schedule resources to conduct training sessions • Review agenda with pre-requisites • Upload agenda with pre-requisites • Report attendance to City PM

performing multiple payroll runs, corrective data conversion passes and/or data imports until all issues have been addressed or a plan is developed on addressing acceptable anomalies.

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

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

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

The following are goals of the Trial Run:

- To demonstrate that the system functions as expected
- Verify configuration within each module
- Verify integration of modules
- Validate roles, security and workflow
- Test operational procedures
- Validate the system infrastructure
- Verify data load integrity
- Testing will be conducted by performing transactions or processes by duplicating daily activities, such as entering Requisitions and Purchase Orders, receiving goods, paying Vendors, and making Journal Entries.
- The testing focus will be on mirroring actual daily work processes and will be done with security roles and workflow
- Data used for testing will be converted data

3.2.4.3.1 Parallel Testing Roles & Responsibilities

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

3.2.4.3.2 Trial Run Testing Roles & Responsibilities

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

3.2.4.3.3 Parallel Testing Requirements/Notes

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

3.2.4.3.4 Trial Run Testing Requirements/Notes

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

3.2.4.4 User Acceptance Testing

User Acceptance Testing (UAT) is performed using the prepared and accepted User Acceptance Test Scripts (DED-16) as the defined steps for testing. As defined in the Testing Plan (subset of the Implementation Plan (DED-13), the City and Tyler will collaborate to execute User Acceptance Testing. Designated, trained Power Users will be provided with the UAT scripts prior to conducting the UAT. The UAT will be coordinated in a sequential manner whereby the end-to-end process within the phase, as well as integration with current live modules, will be tested and validated.

3.2.4.4.1 User Acceptance Testing (UAT) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Schedule resources to conduct UAT • Provide UAT scripts to users prior to UAT • Communicate UAT Schedule • Review UAT results • Escalate issues, as needed • Authorize proceeding to Cross Department Demos and Central Office End User Training	• Schedule resources to support UAT • Escalate issues, as needed • Request authorization to proceed to Cross Department Demos and Central Office End User Training
Functional Leads	• Provide issues resolution support, as needed • Select Power Users for UAT • Escalate issues	• Provide issues resolution support, as needed • Monitor UAT Tracking • Coordinate retesting and communicate to Tyler PM for scheduling
Subject Matter Experts / Others	• Review UAT scripts • Execute UAT • Track UAT results • Report results • Escalate issues • Retest, as needed	• Support UAT activities • Report issues to Tyler Functional Leads and Tyler PM • Validate testing results are being reported accurately

3.2.4.4.2 User Acceptance Testing (UAT) Requirements & Notes

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

3.2.4.5 Requirements Traceability Matrix (RTM) Completion (DED-17)

Tyler will deliver the finalized Requirements Traceability Matrix ("RTM") (DED-17) as a validation of each requirement where Tyler affirmatively responded being satisfied within the project. Through the System Design Test, Process Validation, and System Build & Validation Test, and User Acceptance Test, the City and Tyler also documented any requirements that were determined to be no longer required by the City.

3.2.4.5.1 Requirements Traceability Matrix (RTM) Completion (DED-17) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Review and approve RTM (DED-17)	• Review the RTM • Create plan for addressing RTM Issues • Deliver RTM (DED-17) • Initiate workflow acceptance for DED-17
Functional Leads	• Review and validate RTM accurately reflects accepted process decisions • Escalate issues to City Project Manager	• Review and understand functional requirements and in scope modifications • Post RTM on project SharePoint site
Subject Matter Experts / Others	• N/A	• N/A

3.2.4.5.2 Requirements Traceability Matrix (RTM) Completion (DED-17) Requirements/Notes

- This Deliverable is based on Tyler's response to the functional requirements attached to this Agreement as **Exhibit F – Functional Requirements**
- The Requirements Traceability Matrix (DED-17) is started as a baseline in the Assess & Define Stage as process decisions are initiated, tested and finalized, then continued in the Build & Validate Stage as process decisions are validated with full system build and data conversions in place, and finalized in the Training & Testing Stage with UAT.

3.2.4.6 Readiness Assessment (DED-18)

City and Tyler Project Managers and selected City and Tyler Leads will conduct a Readiness Assessment of the City on three primary fronts: Project Management, Organizational, and Change Management. Following the process outlined in the Test Plan (subset of the Implementation Plan (DED-13)), City and Tyler will use various pre-defined tools such as surveys, physical inspections, departmental meetings, Status Reports, Steering Committee Meetings, and Change Management Coach reports to evaluate the City's readiness to move to Cutover Planning and remaining Work Breakdown Steps before Production Cutover. Once the information is collected and evaluated, Tyler will prepare and deliver a Readiness Assessment Report (DED-18).

3.2.4.6.1 Readiness Assessment (DED-18) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	- Review Readiness Assessment recommendation from City Project Manager - Provide 'go/no go' decision to City Project Manager	Review the Readiness Assessment Report (DED-18)
Project Manager	- Perform Readiness Assessment - Collect information from City resources to feed assessment input - Review and accept Readiness Assessment Report (DED-18) - Prepare recommendation for City Steering Committee - Escalate issues - Take corrective actions if 'no go' decision received	- Perform Readiness Assessment - Collect information from Tyler resources to feed assessment input - Prepare and deliver Readiness Assessment Report (DED-18) - Initiate workflow acceptance for DED-18 - Prepare recommendation for Tyler Steering Committee - Escalate issues - Take corrective actions if 'no go' decision received
Functional Leads	Provide information to support Readiness Assessment	Provide information to support Readiness Assessment
Subject Matter Experts / Others	Provide information to support Readiness Assessment	Provide information to support Readiness Assessment

3.2.4.6.2 Readiness Assessment (DED-18) Requirements & Notes

- The City and Tyler agree that Readiness is, to a certain extent, a subjective evaluation and will work collaboratively to define achievable standards and metrics that can reasonably be met

3.2.4.7 Cutover Planning (DED-19)

The City and Tyler develop the Production Cutover Plan (DED-19) using the Project Plan, status reports, issues and actions lists, change management logs, and known City activity calendars. The Plan will be developed in significant detail and will include the creation of a Cutover Checklist of each step that must occur leading up to Production Cutover, along with a completion date, owner, verification steps, and any detailed notes required. During the development of the Plan, the City and Tyler will determine how often the City and Tyler will meet to review the Plan and Checklist and review the status of items. In addition, the checklist status will be added to the standard reporting items on the Tyler Project Manager's weekly Status Report.

3.2.4.7.1 Cutover Planning (DED-19) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	• Review Cutover Plan	• Review Cutover Plan
Project Manager	• Conduct Cutover Planning • Review Cutover Plan (DED-19) and Checklist • Accept Cutover Plan (DED-19) • Monitor Cutover Plan and Checklist and ensure City action items are being completed as scheduled • Take corrective actions if 'no go' decision received	• Conduct Cutover Planning • Prepare and deliver Cutover Plan (DED-19) and Checklist • Initiate workflow acceptance for DED-19 • Monitor Cutover Plan and Checklist and ensure City and Tyler action items are being completed as scheduled • Take corrective actions if Cutover Plan is not being followed
Functional Leads	• Execute City action items	• Execute Tyler action items
Subject Matter Experts / Others	• Execute City action items	• Execute Tyler action items

3.2.4.7.2 Cutover Planning (DED-19) Requirements & Notes

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

3.2.4.8 Change Management Cutover Communications

City and Tyler Change Management Team members execute the Change Management Cutover Process defined in the Change Management Plan (subset of the Management Plan (DED-03). Typical components of this process are communication blasts, attendance at Department meetings, poster displays, etc.

3.2.4.8.1 Change Management Cutover Communications Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	• Deliver any planned according to the Sponsor Messaging Guide	• Change Management Lead continues support of the City Change Management Lead as coach to the Project Sponsor
Change Management Lead	• Augment the Sponsor Messaging Guide for additional messaging, if required	• Augment the Sponsor Messaging Guide for additional messaging, if required • Work and coach with the City Change Management Lead, Project Team, and Change Management Team to determine messaging elements and timing
Project Manager	• Ensures proper team members are invited to sessions	• Ensures proper team members are invited to sessions
Project Team	• Attend and contribute to the sessions • Funnel any early feedback or resistance to the Change Management Lead for mitigation	• Attend and contribute to the sessions • Change Management Lead provides resistance management strategies, best practices, and/or review elements of the Resistance Tracking Tool
Change Management Team	• Help determine and create appropriate communication elements (posters, tent cards, email blasts, etc.)	• Provide examples of posters, tent cards, email blasts, etc.
Power Users and End Users (sample group)	• Attend and contribute to the sessions • Funnel any early feedback or resistance to the CM Lead for mitigation	• Change Management Lead reviews feedback with City Change Management Lead • Change Management Lead advises City Change Management Lead on mitigation strategies

3.2.4.8.2 Change Management Cutover Communication Requirements & Notes

- City will formally authorize the start of the Change Management Cutover Communications

3.2.4.9 Cross Department Process Demos

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

3.2.4.9.1 Cross Department Process Demos Roles & Responsibilities

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

3.2.4.9.2 Cross Department Process Demos Requirements & Notes

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

3.2.4.10 Executive & Central Office End User Training

The City and Tyler will begin executing Executive & Central Office End User Training following the Education & Training Management Plan guidelines. The End User Training will be conducted using the End User Guides (DED-15) delivered in Stage 3: Build & Validate and updated with any process changes. The number, size, and frequency of sessions will be determined during Cutover Planning based on final count of End User processes.

3.2.4.10.1 Central Office End User Training Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Schedule resources for Central Office End User Training - Communicate agenda topics and pre-requisites - Validate attendance	- Schedule resources to conduct training sessions - Review agenda with pre-requisites - Upload agenda with pre-requisites - Report attendance to City PM
Functional Leads	- Provide process change support - Answer questions and address issues - Conduct Change Management messaging	- Prepare agenda with pre-requisites - Review agenda with pre-requisites with Tyler PM
Subject Matter Experts / Others	- Complete pre-requisites - Attend training - Continue to practice new processes in Tyler software - Report issues to City PM - Report attendance to City PM - Report Change Management findings to City Change Management Lead	- Conduct training according to agenda and End User Guides (DED-15) - Report issues to Tyler PM - Report attendance to Tyler PM - Report Change Management findings to Tyler Change Management Lead

3.2.4.10.2 Central Office End User Training Requirements & Notes

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

3.2.4.11 Decentralized End User Training

The City will begin executing Decentralized End User Training following the Education & Training Management Plan guidelines. The Decentralized End User Training will be conducted using the End User Guides (DED-15) delivered in Stage 3: Build & Validate and updated with any process changes. The number, size, and frequency of sessions will be determined during Cutover Planning based on final count of End User processes.

3.2.4.11.1 Decentralized End User Training Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Schedule resources for Decentralized End User Training - Communicate agenda topics and pre-requisites - Validate attendance	- Review agenda with pre-requisites - Upload agenda with pre-requisites
Functional Leads	- Provide process change support - Answer questions and address issues - Conduct Change Management messaging	- Prepare agenda with pre-requisites - Review agenda with pre-requisites with Tyler Project Manager
Decentralized End Users	- Complete pre-requisites - Attend training - Continue to practice new processes in Tyler software	N/A
City Trainer	- Conduct training according to agenda and End User Guides (DED-15) - Report issues to City Project Manager - Report attendance to City Project Manager - Report Change Management findings to City Change Management Lead	

3.2.4.11.2 Decentralized End User Training Requirements & Notes

- City Trainers will attend Power User End-to-end Training to receive the training necessary to conduct Decentralized End User Training
- City will conduct the End User training for decentralized end user staff and Tyler will assist where resourcing allows and does not put other critical project activities at risk

3.2.4.12 Open Labs

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

3.2.4.12.1 Open Labs Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Provide resources for Open Labs • Communicate availability and purpose of Open Labs to appropriate City User Community	• Provide and schedule available resources for Open Labs
Functional Leads	• Encourage use of Open Labs	• Address questions and/or issues experienced by City Staff in the lab setting
Subject Matter Experts / Others	• Support Open Labs	• Address questions and/or issues experienced by City Staff in the lab setting

3.2.4.12.2 Open Labs Requirements & Notes

- N/A

3.2.4.13 Stage 4: Training & Testing Control Point

3.2.4.13.1 Stage 4: Training & Testing Deliverables

- Requirements Traceability Matrix (RTM) (DED-17)
- Readiness Assessment Report (DED-18)
- Production Cutover Plan (DED-19)

3.2.4.13.2 Stage 4: Training & Testing Outcomes

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

3.2.4.13.3 Stage 4: Training & Testing Acceptance Criteria

- All in-scope, pre-live Training has been completed
- User Acceptance Testing has been completed and met Quality Assurance standards
- Requirements Traceability Matrix (DED-17) delivered and accepted
- Readiness Assessment Report (DED-18) delivered and accepted
- Production Cutover Plan (DED-19) delivered and accepted

- Cross Department Demos performed
- Change Management Cutover Process executed
- Open Labs are in place and staffed
- Tyler Forms are finalized, approved, and all bank approvals are final
- Custom Reports (if any) delivered and accepted

3.2.5 Stage 5: Production Cutover

3.2.5.1 Change Management Stage Reinforcement

See Section 3.2.3.1

3.2.5.1.1 Change Management Stage Reinforcement and Lessons Learned Review Roles and Responsibilities

See Section 3.2.3.1.1

3.2.5.1.2 Change Management Stage Reinforcement Requirements and Notes

See Section 3.2.3.1.2

3.2.5.2 Final Data Conversion

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

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

3.2.5.2.1 Final Data Conversion Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	• Coordinate resources • Review Cutover Plan and Conversion Plan • Review and provide final acceptance of data	• Coordinate resources • Coordinate database refreshes, as needed • Coordinate conversion MIUs with Tyler SaaS Team

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

3.2.5.2.2 Data Conversion Requirements & Notes

A formal sign-off document will be presented to the City Project Manager by the Tyler Project Manager for each Final Data Conversion.

The document will indicate that the City acknowledges:

- that the data conversion has met quality standards
- if there are noted and agreed to exceptions that will be dealt with manually through entries in the Tyler system
- that the conversion is accepted and is authorized to be loaded to the Production database

The sign-off document will require a signature from both the City Functional Lead over the specific data conversion and the City Project Manager.

3.2.5.3 Support Lead Knowledge Transfer

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

will be conducted to ensure Tyler Support both consumes and continues to have access to the information.

3.2.5.3.1 Support Lead Knowledge Transfer Roles & Responsibilities

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

3.2.5.3.2 Support Lead Knowledge Transfer Requirements & Notes

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

3.2.5.4 Production Cutover Partnering

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

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

3.2.5.4.1 Production Cutover Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	- Coordinate City Communications - Authorize Production Cutover - Escalate Issues	- Coordinate Tyler resources - Secure Production Cutover Authorization - Ensure Communications are clear - Escalate Issues
Functional Leads	- Enter Live Transactions - Provide support to City users - Resolve Issues	- Provide Production Cutover Support - Resolve Issues

Project Role(s)	City Responsibility	Tyler Responsibility
	Monitor Change Management	
Subject Matter Experts / Others	Enter Live Transactions	- Provide Production Cutover Support - Resolve Issues - Monitor Change Management

3.2.5.4.2 Production Cutover Requirements & Notes

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

3.2.5.5 Post Live Support

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

- General Ledger Lead – 15 days per month for six (6) months
- Procure -to-Pay Lead – 15 days per month for six (6) months
- Human Resources Lead – 13 days per month for six (6) months
- Payroll Lead – 15 days per month for two (2) months

3.2.5.5.1 Post Live Support Roles & Responsibilities

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

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

3.2.5.5.2 Production Cutover Requirements & Notes

- N/A

3.2.5.6 Post Cutover Efficiency Evaluation (DED-20)

Tyler, in collaboration with City Functional Leads and Power Users, will begin collecting information immediately after Production Cutover as to how well the City has adopted new processes, if there are process flow congestion points, re-emergence of shadow systems, the need for additional training, and any other items that connect to the Evolution Plan. After a period of approximately sixty (60) days of Post Production Cutover stabilization has occurred, a formal review of this collected information will occur, and Tyler will prepare and deliver the Post Cutover Efficiency Evaluation Report (DED-20). This report will contain findings specific to:

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

3.2.5.6.1 Post Cutover Efficiency Evaluation (DED-20) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	Consider recommendations for additional process improvements	Review Post Cutover Efficiency Evaluation Report (DED-19)
Project Manager	- Review Post Cutover Efficiency Evaluation Report (DED-20) - Participate in formal review of findings from Efficiency Evaluation during Post Cutover Period - Accept DED-20	- Review Post Cutover Efficiency Evaluation Report (DED-20) - Conduct review of findings from Efficiency Evaluation during Post Cutover Period - Initiate workflow acceptance for DED-20

Project Role(s)	City Responsibility	Tyler Responsibility
	Conduct internal meetings regarding recommendations for additional process improvements	
Functional Leads	- Collect information on organizational efficiency - Identify areas of new process improvement - Validate Evolution and goal adoption - Participate in review of findings - Participate in internal meetings regarding recommendations for additional process improvements	- Collect information on organizational efficiency - Identify areas of new process improvement - Validate Evolution and goal adoption - Conduct review of findings - Prepare Post Cutover Efficiency Evaluation Report (DED-20) - Review Post Cutover Efficiency Evaluation Report (DED-20) with Tyler Project Manager
Subject Matter Experts / Others	- Collect information on organizational efficiency - Identify areas of new process improvement - Validate Evolution and goal adoption	- Collect information on organizational efficiency - Identify areas of new process improvement - Validate Evolution and goal adoption

3.2.5.6.2 Post Cutover Efficiency Evaluation (DED-20) Requirements & Notes

- N/A

3.2.5.7 Post-Live Adjustments & Training

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

The City and Tyler, after reviewing the Post Cutover Efficiency Evaluation Report (DED-20), will determine what actions are necessary to realign users, processes, or the system with the Evolution Plan; or the City may determine that a change to the Evolution Plan is necessary in addition to post-live adjustments. A course of action will be determined, specific steps planned, assigned, and executed to make the necessary adjustments, as needed.

3.2.5.7.1 Post-Live Adjustments & Training Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	▪ Direct formal post live adjustments	
Project Manager	▪ Coordinate post-live adjustments, training, communication, change management	▪ Support post-live adjustments, training, communication, change management ▪ Provide Tyler resources to guide and support City effort, if in post-live coverage period
Functional Leads	▪ Enact post-live adjustments ▪ Conduct Change Management activities ▪ Communicate Process Changes	▪ Provide guidance on post-live process changes ▪ Assist with Change Management activities ▪ Train users, as needed
Subject Matter Experts / Others	▪ Attend training ▪ Adopt changes	▪ N/A

3.2.5.7.2 Post-Live Adjustments & Training Requirements & Notes

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

3.2.5.8 Project Evolution Assessment (DED-22)

Tyler will perform a comparative analysis of the results of the project outcome with the stated goals of the Project Evolution Plan using input from a wide variety of sources, including:

- Tyler Best Practice Recommendations (DED-08)
- System Design Document (DED-11)
- Requirements Traceability Matrix (DED-17)
- Readiness Assessment Report (DED-18)
- Post Cutover Efficiency Evaluation Report (DED-20)
- Information from Post-Live Adjustments

The City and Tyler will review the findings and determine how closely the City came to meeting the Project Evolution Plan, where there were diversions from the Plan, what benefits have been realized, and the expected timeline for full benefit realization given the current environment.

The Project Evolution Assessment Report (DED-22) will document Tyler's findings and provide input and baselines for the Project ROI Analysis.

3.2.5.8.1 Project Evolution Assessment (DED-22) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	- Review Project Evolution Assessment Report (DED-22) - Determine any corrective actions	- Review Project Evolution Assessment Report (DED-22) - Determine any corrective actions
Steering Committee	- Participate in Project Evolution Assessment Review - Provide Project Evolution Assessment Report (DED-22) to Sponsor - Make corrective action recommendations, if any, to sponsor	- Participate in Project Evolution Assessment Review - Provide Project Evolution Assessment Report (DED-22) to Sponsor - Make corrective action recommendations, if any, to sponsor
Project Manager	- Participate in Project Evolution Assessment Review - Schedule City resources to attend review - Support review by providing access to City information - Review and accept Project Evolution Assessment Report (DED-22)	- Review Project Evolution Assessment Report (DED-22) - Participate in Project Evolution Assessment Review - Initiate workflow acceptance for DED-22 - Coordinate Tyler resources to perform assessment and review - Assist in performing Project Evolution Assessment
Functional Leads	- Participate in Project Evolution Assessment Review - Provide supporting information for assessment	- Perform Project Evolution Assessment - Assist with Tyler Project Manager Assistance - Conduct formal review - Prepare Project Evolution Assessment Report (DED-22) - Review Project Evolution Assessment Report (DED-22) with Tyler PM
Subject Matter Experts / Others	N/A	N/A

3.2.5.8.2 Project Evolution Assessment (DED-22) Requirements & Notes

- N/A

3.2.5.9 Project ROI Assessment (DED-23)

Tyler will prepare a Project Return on Investment (ROI) Assessment for the City. Within the Public Sector, ROI is generally approached differently than it is in the Private Sector. In the Public Sector, ROI is equated to improved service delivery, cost avoidance, or cost savings as opposed to the calculation of a profitability measure. Therefore, increased efficiency will be the primary measure.

The Project ROI Assessment will be based on information gathered in the following processes and documents:

- Request for Proposal (RFP #3650)
- Project Evolution Plan (DED-02)
- System Design Document (DED-11)
- Business Process Improvement Report (DED-12)
- Requirements Traceability Matrix (RTM) (DED-17)
- Post Cutover Efficiency Evaluation Report (DED-20)
- Project Evolution Assessment Report (DED-22)

In order to produce a Project ROI Assessment, the City and Tyler must have established qualitative and quantitative measurements and the following broad categories of Key Performance Indicators (KPIs) in the Project Evolution Plan:

- Availability of Information
- Improved Data Reliability
- Improved Productivity/Efficiency
- Increased Interaction/Integration
- Improved Interaction with Stakeholders (Citizens: transparency, Board, Vendors)
- Controls and Outputs for Compliance
- Better Informed Decision Making
- Reduced IT Maintenance Cost
- Less Duplication of Effort
- Reduced Operating Costs

The Project ROI Assessment Report (DED-23) will document Tyler's findings and provide specifics regarding improved service delivery, cost avoidance, or cost savings.

3.2.5.9.1 Project ROI Assessment (DED-23) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	• Review ROI Assessment Report (DED-23)	• Review ROI Assessment Report (DED-23)

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	- Review ROI Assessment Report (DED-23) - Provide information to Tyler to Support completion of ROI Assessment	Provide Assistance in completion of ROI Assessment
Project Manager	- Review ROI Assessment Report (DED-23) with Tyler PM - Accept DED-23	- Perform ROI Assessment - Deliver and review ROI Assessment Report (DED-23) with City PM - Initiate workflow acceptance for DED-23
Functional Leads	Review ROI Assessment Report (DED-23)	N/A
Subject Matter Experts / Others	N/A	N/A

3.2.5.9.2 Project ROI Assessment (DED-23) Requirements & Notes

The thoroughness and accuracy of the ROI Assessment Report (DED-23) will directly correlate to the level of detail in the Evolution Plan and other informational sources identified

Since the Assessment is performed at the close of the Project, not each Phase, the City will provide continuous improvement information to Tyler PM on earlier, closed Phases

3.2.5.10 Transition to Support Team

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

3.2.5.10.1 Transition to Support Team Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	Ensure communications regarding Support Transition are clear	Ensure communications regarding Support Transition are clear
Project Manager	- Attend Support Transition Call - Schedule City resources for Call	Schedule Support Transition Call

Project Role(s)	City Responsibility	Tyler Responsibility
	Review Meeting documentation	Provide any meeting documentation in advance of call
Functional Leads	- Attend Support Transition Call - Review Meeting documentation - Communicate Transition internally	- Conduct call - Provide background - Clearly outline transition plan
Subject Matter Experts / Others	Follow Support Desk instructions	N/A

3.2.5.10.2 Transition to Support Team Requirements & Notes

- N/A

3.2.5.11 Stage 5: Production Cutover Control Point

3.2.5.11.1 Stage 5: Production Cutover Deliverables

- Post Cutover Efficiency Evaluation Report (DED-20)

3.2.5.11.2 Stage 5: Production Cutover Outcomes

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

3.2.5.11.3 Stage 5: Production Cutover Acceptance Criteria

- Final conversion data has been accepted and loaded in Production database
- Authorization to proceed with Production Cutover has been received
- City is processing live transactions in the Tyler system

- All final implementation services have been delivered, as scheduled, within the Post-Live period or are scheduled for a future date outside of the post-live period due to specific requirement, such as Year End Close
- Post Cutover Efficiency Evaluation Report (DED-20) delivered and accepted
- Transition to Support has completed

3.2.6 Stage 6: Phase/Project Closure

3.2.6.1 Phase/Project Audit

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

3.2.6.1.1 Project/Phase Audit Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	• Review Project/Phase Audit Package	• Review Project/Phase Audit Package
Project Manager	• Review Project/Phase Audit Package with Tyler PM • Update Project Quality Control section of the Quality Control Management Plan	• Perform Project/Phase Audit • Compile Project/Phase Audit Package • Review Project/Phase Audit Package with City PM • Update Project Quality Control section of the Quality Control Management Plan
Functional Leads	• N/A	• N/A
Subject Matter Experts / Others	• N/A	• N/A

3.2.6.1.2 Project/Phase Audit Requirements & Notes

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

3.2.6.2 Phase/Project Reconciliation (DED-21/24)

Tyler will prepare a perform a budget reconciliation for each phase or the entire project, whichever is applicable. The detailed Phase/Project Reconciliation Report (DED-21/24) will show the specifics of:

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

3.2.6.2.1 Phase/Project Reconciliation (DED-21/24) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	• Review Phase/Project Reconciliation Report (DED-21/24)	• Review Phase/Project Reconciliation Report (DED-21/24)
Steering Committee	• Review Phase/Project Reconciliation Report (DED-21/24)	• Review Phase/Project Reconciliation Report (DED-21/24)
Project Manager	• Review Phase/Project Reconciliation Report (DED-21/24) with Tyler PM • Accept DED-21/24	• Perform Review Phase/Project Reconciliation and review Phase/Project Reconciliation Report (DED-21/24) with City PM • Initiate workflow acceptance for DED-21/24
Functional Leads	• Review Phase/Project Reconciliation Report (DED-21/24)	• N/A
Subject Matter Experts / Others	• N/A	• N/A

3.2.6.2.2 Phase/Project Reconciliation (DED-21/24) Requirements & Notes

- N/A

3.2.6.3 Stage 6: Phase/Project Closure Control Point

3.2.6.3.1 Stage 6: Phase/Project Closure Deliverables

- Phase/Project Reconciliation Report (DED-21/24)

3.2.6.3.2 Stage 6: Phase/Project Closure Outcomes

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

3.2.6.3.3 Stage 6: Phase/Project Closure Acceptance Criteria

- Phase/Project Audit has been completed and meets quality standards
- Evolution Assessment Report (DED-22) delivered and accepted
- Project ROI Assessment Report (DED-23) delivered and accepted
- Phase/Project Reconciliation Report (DED-21/24) delivered and accepted
- Outstanding services are scheduled for Year End Close, if not possible during implementation phase

Glossary

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

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

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

Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

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

Deliverable Number: DED-02
Deliverable Name: Evolution Plan
Objective: Provide written outline of the steps and key activities required in transforming the City from current to future state.

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

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

Deliverable Number: DED-03

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

Deliverable Number: DED-03

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

Deliverable Number: DED-03

- Document Control Information
- Change Control History
- Introduction
- Instructional Analysis
- Needs and Skills Analysis
- Development Approach
- Instructional Methods
- Training Resources
- Training Sessions Offered
- Training Materials Lists
- Human Resource Management Plan
 - Document Control Information
 - Change Control History
 - Introduction
 - Roles & Responsibilities
 - Staffing Management
 - Staff Rollout
 - Resource Calendars
 - Performance Assessments
 - Personnel Replacement
 - Workspace Management
- Data Interface Management Plan
 - Document Control Information
 - Change Control History
 - Plan Description
 - Types of Interfaces
 - Data Interfaces & Scope Management
 - Data Interface Tracking
 - Roles & Responsibilities
- Application Program Interfaces (API) Management Plan
 - Document Control Information
 - Change Control History
 - Plan Description
 - Types of System Interfaces
 - Data Record Integration
 - APIs & Scope Management
 - API Integration Tracking
 - API Development Roles & Responsibilities
- Project Oversight Management Plan
 - Document Control Information
 - Change Control History
 - Initiating
 - Planning

Deliverable Number: DED-03

- Executing
- Controlling
- Closing
- Project Control Diagram
- Requirements Management Plan
 - Document Control Information
 - Change Control History
 - Scope
 - Overview
 - Roles & Responsibilities
 - Process
 - Requirements Traceability Matrix
- Change Control Management Plan
 - Document Control Information
 - Change Control History
 - Change Request Form – Submittal Process
 - Change Request Form – Review & Approval Process
 - Change Control Tracking
- Change Management Plan
 - Document Control Information
 - Change Control History
 - Overview
 - Plan Description
 - Purpose
 - Approach
 - Roles and Responsibilities
 - Change Management Plan Elements

Tyler Role:

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

Acceptance Criteria:

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

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

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

Deliverable Number: DED-06
Deliverable Name: Organizational Change Assessment Study
Objective: Identify the organization's capacity for change and outline key areas where change may be more difficult.
Scope: Study includes all departments impacted by ERP Project.
Format: MS Word
Outline: The Organizational Change Assessment will contain the following key sections: • Overview of Change Assessment Process • Results from assessment surveys and interviews • Analysis of results • Study Conclusion

City Role: • Make resources available for assessment input • Participate in formal review of Organizational Change Assessment Study • Review and accept DED-06
Tyler Role: • Develop tools needed to conduct Organizational Change Assessment Study • Solicit information for content, current/future state delta • Write Transformation Plan using provided material and assessment
Acceptance Criteria: • The Organizational Change Assessment encompasses comprehensive material gathered from the organization, from which detailed change management information can be extracted and utilized for further planning. • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-07
Deliverable Name: Change Management Lead Preparation
Objective: Provide a set of deliverables which provide an overview of Change Management, with a customized approach detailing strategies, tactics, guides and tools to employ for the project and organization, based on the results of the Organizational Change Assessment.
Scope: All areas pertinent to a successful Change Management Program
Format: Microsoft Word, PowerPoint, and Excel
Outline: A presentation to help develop Change Management competencies in the Lead for execution of the Change Management plan. Guidance document provides four Guides with accompanying templates for creation and tracking: • 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 • After-Action and Recognition Guide with an After-Action Review Template
City Role: • Change Management Lead to attend the presentation and learn how to set up and maintain the tracking Templates. • Begin populating the Templates.
Tyler Role: • Deliver the presentation. • Ensure the Change Management Lead is trained on how to set up and maintain the Tracking Templates. • Begin populating the templates.

Deliverable Number: DED-07**Acceptance Criteria:**

- The presentation is delivered.
- The four Guides, with templates, are delivered and started to be populated.
- The set of deliverables are free of formatting and spelling errors.

Deliverable Number: DED-08**Deliverable Name: Tyler Best Practice Recommendations**

Objective: Provide best practice recommendations for the use of Tyler software, capturing business process improvements, relying on industry standards, and outlining methods for capturing achievable operational efficiencies.

Scope: Recommendations for all processes under Tyler Agreement.

Format: MS Word

Outline: Tyler Best Practice Recommendations will contain the following key sections:

- Overview of business analysis process
- Identification of key business process
- Best Practice Recommendation, with justification
- City Internal Review Notes
- Formal Review Notes
- Specific Data to be used in System Design Test
- Critical Testing Areas (to be focused on in System Design Test)

City Role:

- Participate in informal review of Tyler Best Practice Recommendations
- Participate in formal review of Tyler Best Practice Recommendations
- Review and accept DED-08

Tyler Role:

- Review current and future state materials, functional requirements, and develop Tyler Best Practice Recommendations
- Validate that all processes have been included in the solution
- Write formal Tyler Best Practice Recommendations document
- Lead formal review of Tyler Best Practice Recommendations

Acceptance Criteria:

- The Tyler Best Practice Recommendations documents address all processes relevant to the use of Tyler software and contain sufficient detail to allow the City to conduct internal review sessions.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-09
Deliverable Name: System Design Test Scripts
Objective: Provide test scripts outlining steps for testing processes based on decisions or best practice recommendations. Visualization of daily work processes in Tyler software following new processes and validation of design assumptions.
Scope: All processes covered under Tyler Agreement.
Format: MS Word or MS Excel
Outline: System Design Test Scripts will follow an outline similar to the following: • Access Invoice Entry and Add Batch (this batch will be for Check and EFT payments only) ▪ Confirm Fund and Cash account are for the Pooled cash account ▪ Leave Check Run blank as run will be determined during the Select Check Process ▪ Due Date should reflect today's date • Add Direct Pay invoices. Three direct pay invoices will be included: ▪ One, or more, will have a payment method of check ▪ One, or more, will have a payment method of EFT ▪ One, or more, vendor will be a one-time pay vendor ○ One-time pay vendors will use all 6 digits and will begin with 999001. City may use multiple one time pay vendors determined by department or by type. • Review the legacy direct pay invoice for Account information ▪ Search for the new Munis Account number: ○ Financials>General Ledger Menu>Miscellaneous Setup>Account X-Reference ○ Use the Legacy Account in the Account field and Accept
City Role: • Review the test scripts to ensure processes and critical testing points are accurately and adequately covered. • Report any discrepancies. • Review and accept DED-09
Tyler Role: • Develop test scripts based on City feedback during Current and Future State sessions. • Validate that all processes have been included in the test scripts • Validate that all critical testing points have been included
Acceptance Criteria: • The System Design Test Scripts outline test steps for all key processes relevant to the use of Tyler software and allow the City sufficient detail to see processes completed according to proposed design. • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-10
Deliverable Name: Change Impact Report
Objective: Provide guidance on significant procedural impact points throughout the organization based on the outcome of the System Design Test and the City's process decisions.
Scope: All Departments impacted by the use of Tyler Software
Format: MS Word
Outline: Tyler Change Impact Report will contain: • Overview of changed business process • Identification of impacted groups • Change impact rating • Timing for Change Management action
City Role: • Participate in informal review of Change Impact Report • Participate in formal review of Change Impact Report • Review and accept DED-10
Tyler Role: • Review outcome of System Design test, Tyler Best Practice Recommendations, Future State sessions • Review change impact with Tyler Consultants • Write Change Impact Report • Lead formal review of Change Impact Report
Acceptance Criteria: • The Change Impact Report address all major areas of significant change that will have impact on the City's user group as they adopt their new processes and use Tyler software. • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-11
Deliverable Name: System Design Document
Objective: To fully document the information flow from current state through future state to decisions; track the associated system settings based on the process decisions; capture screen shots of set up tables; maintain change control.
Scope: All modules covered under the Tyler Agreement
Format: MS Excel

Deliverable Number: DED-11**Outline:** System Design Document will contain:

- Current State
- Future State
- Settings
- Screen Shots
- Change Control

City Role:

- Provide responses to questions and make process decisions
- Validate that the document accurately reflects the City's answers and decisions
- Communicate changes to process decisions
- Review and accept DED-11

Tyler Role:

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

Acceptance Criteria:

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

Deliverable Number: DED-12**Deliverable Name:** Business Process Improvement Report**Objective:** To document the business process improvements and major adjustments resulting from business process redesign.**Scope:** All modules covered under the Tyler Agreement**Format:** MS Word**Outline:** Business Process Improvement Report will contain:

- Overview
- Detail of Business Process Improvements & Adjustments
- Considerations
 - Policies & Procedures
 - Strategic Operating Plan
 - Audits
 - Interfaces
- Conversions

Deliverable Number: DED-12

- Reporting
- Security
 - Menu Security
 - Functional Role Permissions
 - Data Access Role Permissions
- Workflow Considerations
- Internal Controls and Reconciliations
- Decentralized Processing
- Notes

City Role:

- Validate that the document accurately reflects the City's decisions
- Review and accept DED-12

Tyler Role:

- Write the Business Process Improvement Report using the results from the System Design Test, the System Design Document, and the Change Impact Report, and other analysis sessions as the basis for the information.
- Review the Business Process Improvement Report with the City

Acceptance Criteria:

- The Business Process Improvement Report accurately captures the design and the areas of significant improvement at the time of delivery.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-13**Deliverable Name: Implementation Plan**

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

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

Format: MS Word

Outline: Implementation Plan will contain:

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

Deliverable Number: DED-13
• Process Change Management Plan
City Role: • Attend sessions to review plans • Review and accept DED-13
Tyler Role: • Write the plans to accurately reflect the approach to implement all modules and services, meeting requirements as determined by the accepted Design Document. • Lead the review sessions with the City
Acceptance Criteria: • The Implementation Plan thoroughly covers the required details to implement the design and the areas of significant improvement at the time of delivery. • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-14
Deliverable Name: Process Manuals
Objective: Provide customized documents outlining process steps according to specific City design decisions.
Scope: All major processes in Tyler modules covered under the Agreement.
Format: MS Word
Outline: Process Manuals will follow the following structure: • Objective • Overview • Prerequisites • Procedure • Results • Other Modules Impacted • What's Next?
City Role: • Test documents by completing processes in system • Notify Tyler of any corrections needed • Review and accept DED-14
Tyler Role: • Write Process Documents to accurately reflect the specific requirements for the City according to the accepted Design Document. • Make needed corrections to manuals

Deliverable Number: DED-14**Acceptance Criteria:**

- The Process Manuals accurately reflect the City's processes according to the accepted Design Document.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-15**Deliverable Name: End User Guides**

Objective: Provide customized documents outlining simplified process steps for End User functions.

Scope: All major End User processes in Tyler modules covered under the Agreement.

Format: MS Word

Outline: End User Guides will follow the following structure:

- Process Name
- Process Steps
- Process Screen Shots (where beneficial)

City Role:

- Test documents by completing processes in system
- Notify Tyler of any corrections needed
- Review and accept DED-15

Tyler Role:

- Write End User Guides to accurately reflect the specific requirements for the City according to the accepted Design Document.
- Make needed corrections to guides

Acceptance Criteria:

- The End User Guides accurately reflect the City's processes according to the accepted Design Document in a simple and easy to follow approach.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-16**Deliverable Name: User Acceptance Test Scripts (UAT Scripts)**

Objective: Provide test scripts for testing to ensure the system configuration and data will function as required once in a live environment.

Scope: All major processes in Tyler modules covered under the Agreement.

Deliverable Number: DED-16**Format:** MS Excel**Outline:** UAT Scripts will follow the following structure:

- Test Case Name
- Test Case ID #
- Step #
- Step Description
- Data Entry (if any)
- Expected Results
- Outcome
 - Pass
 - Fail
 - Incomplete
- Comments
- Retest Date

City Role:

- Review UAT scripts for thoroughness
- Notify Tyler of any corrections needed
- Review and accept DED-16

Tyler Role:

- Write UAT scripts to accurately reflect process and test the configuration and data entry process.
- Make needed corrections to guides

Acceptance Criteria:

- The UAT Scripts accurately reflect the City's processes according to the accepted Design Document and provide sufficient detail to drive thorough acceptance testing.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-17**Deliverable Name:** Requirements Traceability Matrix (RTM)**Objective:** Document founded on the Functional Requirements established by the City's RFP and Tyler's Proposal, tracing how requirements are met or disposed of throughout the design and test phases.**Scope:** All Functional Requirements as responded to in Tyler's Proposal**Format:** MS Excel**Outline:** Requirement Traceability Matrix will contain TABS for:

- Functional Requirements by Process Area (columns in TAB listed below:)

Deliverable Number: DED-17

- Functional Area
- Req ID
- Description
- Relevant Business Module
- Process Level 1
- Process Level 2
- System Design Test Script ID
- Outcome
- Training Document ID
- UAT Test Script ID
- Final Process Acceptance
- Disposals

City Role:

- Participate in regular review of RTM and validation of updates
- Participate in formal review of final RTM
- Review and accept DED-17

Tyler Role:

- Create and Maintain Requirement Traceability Matrix
- Review RTM with the City
- Lead formal review of final RTM

Acceptance Criteria:

- The Requirement Traceability Matrix contains all functional requirements, their associated disposition, how tested, documented, through final acceptance.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-18**Deliverable Name: Readiness Assessment Report**

Objective: Provide information related to the organization's preparedness for transitioning to new procedures, Tyler software, and the new business vision.

Scope: All functional and technical areas involved in the project.

Format: MS Excel or MS Word

Outline: Readiness Assessment Report will contain:

- Training Assessment
- Procedural Assessment
- Project Cutover Communication Assessment
- Transformation Vision Assessment

Deliverable Number: DED-18

- Technical Assessment
- Corrective Action Recommendations

City Role:

- Participate in formal review of Readiness Assessment Report
- Escalate areas that require additional attention to Steering Committee
- Review and accept DED-18

Tyler Role:

- Conduct Readiness Assessment measurements
- Create Readiness Assessment Report
- Lead formal review of Readiness Assessment Report

Acceptance Criteria:

- The Readiness Assessment Report contains sufficient detail to allow the City to evaluate the organization's preparedness for moving into Production Cutover.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-19**Deliverable Name: Production Cutover Plan**

Objective: Detailed plan and task list outlining all activities leading up to production cutover. Provide cutover timelines to cease processing in legacy system, timeline for final data conversions, contingency processing plans, and instructions for decentralized departments.

Scope: All functional and technical areas involved in the project.

Format: MS Excel

Outline: Production Cutover Plan will contain:

- Summary of Plan
- Cutover Checklist
 - Item ID
 - Activity
 - Owner
 - Date Verified
 - City Approval
 - Notes Comments

City Role:

- Participate in development of Cutover Plan
- Review and accept DED-19

Tyler Role:

- Create and Maintain Cutover Plan

Deliverable Number: DED-19

- Review Cutover Plan with the City

Acceptance Criteria:

- The Cutover Plan outlines all activities necessary to successfully reach the cutover authorization milestone.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-20**Deliverable Name: Post Cutover Efficiency Evaluation Report**

Objective: Provide information related to the organization's adoption of new processes, identification of process flow congestion points, re-emergence of shadow systems, and the need for additional training, and adoption of transformation vision.

Scope: All functional and technical areas involved in the project.

Format: MS Excel

Outline: Post Cutover Efficiency Evaluation Report will contain:

- Project Goals vs Post Live State
- Approved Processes vs In Practice Processes
- Tool Utilization vs Shadow Systems
- Areas of Additional Process Improvement
- Organizational Transformation Measurement

City Role:

- Participate in collection of data for development of Post Cutover Efficiency Evaluation Report
- Escalate areas that require additional attention to Steering Committee
- Review and accept DED-20

Tyler Role:

- Conduct Post Cutover Efficiency Evaluation assessments
- Develop Post Cutover Efficiency Evaluation Report
- Lead formal review of Post Cutover Efficiency Evaluation Report

Acceptance Criteria:

- The Post Cutover Efficiency Evaluation Report contains enough detail to provide the City with specific means to measure performance and identify areas of improvement.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-21/24
Deliverable Name: Phase/Project Reconciliation Report
Objective: Provide written documentation and accounting of all services delivered, change orders, and reconciled project budget balance.
Scope: All services in the Agreement, including those added by Change Order
Format: Microsoft Word or Microsoft Excel
Outline: The Phase/Project Reconciliation Report will contain the following key sections: • Services used by type (Implementation, Project Management, Conversions, etc.) • Services unused by scheduled or unscheduled • Key Milestones • General Guiding Principles • Signatures
City Role: • Participate in a formal review of report • Review and accept DED-21/24
Tyler Role: • Conduct detailed accounting analysis of phase/project budget • Prepare DED-21/24 • Review report with City
Acceptance Criteria: • The Phase/Project Reconciliation Report accurately reflects the content discussed during development meetings • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-22
Deliverable Name: Evolution Assessment Report
Objective: Provide a detailed assessment evaluating the success of completing the Evolution Plan and meeting expectations
Scope: All functional and technical areas involved in the project.
Format: MS Word
Outline: Evolution Report will contain: • Anticipated Benefits vs. Benefits Realized • Benefits Realization Timeframe ▪ Baseline at current point in post live period

Deliverable Number: DED-22
▪ Expected duration of process • Outcome
City Role: • Participate in collection of data for development of Evolution Assessment Report • Participate in a formal review of report • Review and accept DED-22
Tyler Role: • Conduct Evolution Assessment analysis • Develop Evolution Assessment Report • Lead formal review of Evolution Assessment Report
Acceptance Criteria: • The Evolution Assessment Report contains enough detail to provide the City with specific means to measure achieved benefits. • The respective Tyler and City project team members have resolved all material content and/or quality issues.

Deliverable Number: DED-23
Deliverable Name: ROI Assessment Report
Objective: Provide a Return on Investment (ROI) Report documenting key performance indicators from inception of ERP Project to close.
Scope: All functional and technical areas involved in the project.
Format: MS Word
Outline: ROI Assessment Report will contain information related to: • Availability of Information • Improved Data Reliability • Improved Productivity/Efficiency • Increased Interaction/Integration • Improved Interaction with Stakeholders • Controls and Outputs for Compliance • Better Informed Decision Making • Reduced IT Maintenance Cost • Less Duplication of Effort • Reduced Operating Costs
City Role: • Participate in collection of data for development of ROI Assessment Report • Participate in a formal review of report • Review and accept DED-23
Tyler Role:

Deliverable Number: DED-23

- Conduct ROI Assessment analysis
- Develop ROI Assessment Report
- Lead formal review of ROI Assessment Report

Acceptance Criteria:

- The ROI Assessment Report contains enough detail to provide the City with specific means to measure Return on Investment in ERP Project.
- The respective Tyler and City project team members have resolved all material content and/or quality issues.

Appendix 2: List of Process Manuals and Major Processes

Financials

1. MUNIS GENERAL LEDGER

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

2. MUNIS BUDGET

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

3. MUNIS ACCOUNTS PAYABLE

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

4. MUNIS BID MANAGEMENT

- Creating a Bid Record
- Defining Bid Groups and Items
- Adding Vendors to Bids
- Defining Requesting Departments
- Entering Requested Quantities

- Bid Evaluations and Templates
- Assign Bid Evaluators
- Add Attachments and Define Bid Events
- Release a Bid for Proposals
- Create Bid Addenda
- Award Bids
- Convert a Bid

5. MUNIS CAPITAL ASSETS

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

6. MUNIS CASH MANAGEMENT

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

7. MUNIS CONTRACTS

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

8. MUNIS PROJECT & GRANT ACCOUNTING

- Creating a grant
- Grant reimbursement
- Using Grant Manager
 - Finding a Grant Record
 - Managing Grant Records
 - Creating a Grant Record
 - Updating Existing Grant Records
 - Exporting Grant Records
- Creating a Project Master Record
- Importing Projects
- Closing a Project
- Creating Funding Source Strings
- Creating an Expense String
- Project Budget Package Generation
- Project Budget Package Entry
- Project Budget Package Export
- Project Budget Package Posting
- Project Overhead Allocation Processing
- Project Revenue Allocation Processing
- Project Ledger Inquiry and Reporting
- Project Builder
- Workflow Approvals

9. MUNIS PURCHASING

- Adding Vendors
- Requisition Entry
- Entering Vendor Quotes
- Requisition Approval
- Requisition Conversion
- PO Approval
- Purchase Order Posting and Printing/Distribution
- Purchase Order Inquiry and Reports
- Purchase Order Change Orders
- Change Order Approval

- Posting Change Orders
- Purchase Order Receiving
- Purchase Order Quick Receipt
- Returning Items after Entering a Receiving Record
- Item Order Forms
- Purchase Order Central

10. MUNIS ACCOUNTS RECEIVABLE

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

11. MUNIS GENERAL BILLING

- Entering and Maintaining Customers
- Invoice Entry and Proof
- Invoice Approvals
- Posting Invoices
- Importing Invoices
- Entering Recurring Invoices
- Applying Credits
- Applying Deposits
- Printing Invoices
- Assessing Late Fees
- Printing Statements
- Adjusting Invoices
- Inquiry and Reports
- Payment Plan Processing
- Setting Up and Processing Loans
- Employee Insurance Bills
- Interdepartmental Billing
- Customer Central

12. CAFR STATEMENT BUILDER

- Administration
- Developing CAFR Statements for a Year
- Setting up CAFR Statement Builder
- Maintaining Agencies and Entities
- Preparing Data in Munis
- Importing Accounts for an Entity

- Setting up CAFR Statement Builder Data
- Maintaining Funds
- Understanding Fund Groups
- Maintaining Accounts
- Identifying Equity Accounts to Report
- Setting Up Account Groups
- Setting Up to Report at the Function-Object Level
- Classifying Fund Balance and Net Position
- Restating Fund Equity and Net Position
- Entering Adjustments
- Reports and Templates
- Purging Data for a Year
- Import File Specification

HCM/Payroll

1. MUNIS SALARY & BENEFIT PROJECTIONS

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

2. MUNIS HUMAN RESOURCES AND TALENT MANAGEMENT

- Employee Certifications
- Employee Skills and Experience
- Employee Evaluations

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

3. MUNIS PERSONNEL ACTIONS

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

4. MUNIS BENEFIT ADMINISTRATION

- Deduction and Benefit Master
- Employee Deductions and Benefits

- Personnel Actions and Benefits Administration
- Benefits Enrollment
- Benefits Enrollment Setup Requirements
- Employee Self Service (ESS) Benefits Enrollment
- Deduction and Benefit Calc Codes
- Export to TPA

5. TYLER EXECUTIME

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

6. MUNIS PAYROLL

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

- Time Entry Import
- Payroll Vendor Processing
- Proof Reports
- Updating Vendors
- Direct Deposit Register/Direct Deposit File
- Posting to the General Ledger
- Payroll Processing Setup
- Payroll Processing Errors

Appendix 3: Hardware Requirements for 2020.3

Microsoft Windows PC Requirements

	Minimum*	Recommended
Operating System	64-bit Windows 10	
Processor	Intel Core i3 1.8 Ghz	Intel Core i5 2.5+ Ghz (or better)
Memory	6 GB RAM	12+ GB
Disk Space	50 MB	200 MB
Screen Resolution	1280 x 800	1920 x 1080

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

Supported Microsoft Windows Operating Systems

- 64-bit Windows 10

Required PC Software / Components

- Microsoft .NET Framework v4.7 (*used with Tyler Cashiering*)

Supported Web Browsers

- Chrome (latest available version, auto updates enabled) recommended
- Microsoft Edge (latest available version, auto updates enabled)
- Firefox (latest available version, auto updates enabled)

Supported Microsoft® Office Versions

- Microsoft Office 2019
- Microsoft Office 2016
- Microsoft Office 2013
- Microsoft Office 365

NOTE: Microsoft Office365 is a subscription-based version of the Office suite with several subscription plans offering various options. A subscription including the Office desktop version is required to take advantage of the following advanced Office integration with Munis:

- The Munis Next Year Budget Entry (NYBE) for Excel® is a Microsoft Excel add-on allowing department managers and those responsible for maintaining budgets to enter budget levels and projected actuals for the preparation of next year's budget. Using a web service to the Munis

application, this add-on allows users to download, modify and upload budgetary information directly from Microsoft Excel without ever opening a Munis application screen.

- Microsoft Excel desktop client is required to create connections with Munis Data Cubes and is recommended to view these reports. SharePoint Excel Services, which requires Microsoft SharePoint Enterprise, can be used as an alternative to view these reports.
- Microsoft Word desktop client is required to create templates for Munis Mail-Merge functionality.

Microsoft Excel and Word® desktop clients are also recommended for Export to Excel and Export to Word functionality, however users can save these exports and open in any application compatible with these formats (e.g. Excel Online, Google Sheets).

Munis can use most email services to send email notifications. Microsoft Exchange is required for the following advanced functionality:

- Automated scheduling in areas such as Scheduler Central for Permitting, Work Orders and Utility Service Orders as well as Work Order Facilities room reservations
- Appointment creation on records directly in Munis applications

Email services included with Office365, also known as Exchange Online, is also supported. Exchange Online must be integrated with the same on-premises Active Directory environment used with Munis.

More information on Office365 subscription plans can be found here: <http://products.office.com/en-us/business/compare-office-365-for-business-plans>

Retirement Notice: The Genero Desktop Client (GDC) has Retired with Munis Version 2019.1

Both the FourJs Genero Desktop Client and the Tyler SaaS SSO Client are retired. All Munis applications are launched as web applications via Tyler Hub (formerly Tyler Dashboard). For more information, please review the information in [Tyler Community](#).

Appendix 4: Koa Hills Statement of Work

Koa Hills SOWs follow this page.

Statement of Work

Tyler Technologies

Prepared for:

City of Fresno

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Table of Contents

1. Executive Summary.....	5
1.1 Project Overview.....	5
1.2 Product Summary	5
1.3 Project Timeline	6
1.4 Project Methodology Overview	6
2. Project Governance.....	8
2.1 Client Governance.....	8
2.1.1 Client Project Manager	8
2.1.2 Steering Committee	8
2.1.3 Executive Sponsor(s).....	9
2.2 Tyler Governance	9
2.2.1 Tyler Project Manager.....	9
2.2.2 Tyler Implementation Management.....	9
2.2.3 Tyler Executive Management	9
2.3 Acceptance and Acknowledgment Process	9
3. Overall Project Assumptions.....	11
3.1 Project, Resources and Scheduling	11
3.2 Data Conversion.....	13
3.3 Data Exchanges, Modifications, Forms and Reports	14
3.4 Hardware and Software	14
3.5 Education	14
4. Implementation Stages	16
4.1 Work Breakdown Structure (WBS)	16
1.1 Initiate & Plan (Stage 1)	18
1.1.1 Tyler Internal Coordination & Planning	18
1.1.2 System Infrastructure Planning.....	19
1.1.3 Project/Phase Planning	20
1.1.4 Project Schedule	21
1.1.5 Stakeholder Presentation	22

1.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	23
1.2	Assess & Define (Stage 2).....	24
1.2.1	Fundamentals Review	24
1.2.2	Current/Future State Analysis.....	25
1.2.3	Data Conversion Planning & Mapping	26
4.1.1	Standard 3rd Party Data Exchange Planning.....	27
1.2.4	Modification Analysis & Specification, if contracted	28
1.2.5	Forms & Reports Planning	29
1.2.6	System Deployment	30
1.2.7	Control Point 2: Assess & Define Stage Acceptance	31
1.3	Build & Validate (Stage 3)	33
1.3.1	Configuration & Power User Training	33
1.3.2	Data Conversion & Validation	34
1.3.3	Standard 3rd Party Data Exchange Validation	35
1.3.4	Modification Delivery & Validation, if contracted	36
1.3.5	Forms & Reports Validation	37
1.3.6	Control Point 3: Build & Validate Stage Acceptance.....	38
1.4	Final Testing & Training (Stage 4)	39
1.4.1	Cutover Planning.....	39
1.4.2	User Acceptance Testing (UAT).....	40
1.4.3	End User Training	41
1.4.4	Control Point 4: Final Testing & Training Stage Acceptance.....	42
1.5	Production Cutover (Stage 5).....	43
1.5.1	Final Data Conversion, if applicable.....	43
1.5.2	Production Processing & Assistance	44
1.5.3	Transition to Tyler Support	45
1.5.4	Schedule Post-Production Services, if applicable	46
1.5.5	Control Point 5: Production Cutover Stage Acceptance	47
1.6	Phase/Project Closure (Stage 6).....	48
1.6.1	Close Phase/Project	48
1.6.2	Control Point 6: Phase/Project Closure Stage Acceptance	49
2	Roles and Responsibilities.....	50

2.1	Tyler Roles and Responsibilities	50
2.1.1	Tyler Executive Management	50
2.1.2	Tyler Implementation Management.....	50
2.1.3	Tyler Project Manager.....	51
2.1.4	Tyler Implementation Consultant	52
2.1.5	Tyler Sales	52
2.1.6	Tyler Software Support	53
2.2	City of Fresno Roles and Responsibilities.....	53
2.2.1	City of Fresno Executive Sponsor	53
2.2.2	City of Fresno Steering Committee	53
2.2.3	City of Fresno Project Manager	54
2.2.4	City of Fresno Functional Leads	55
2.2.5	City of Fresno Power Users	56
2.2.6	City of Fresno End Users	56
2.2.7	City of Fresno Technical Support	56
2.2.8	City of Fresno Upgrade Coordinator	56
2.2.9	City of Fresno Project Toolset Coordinator.....	57
2.2.10	City of Fresno Change Management Lead	57
5.	Munis Conversion Summary	58
5.1	Utility Billing	58
5.2	Utility Billing –Flat Inventory/Containers.....	58
5.3	Utility Billing –Service Orders.....	58
5.4	Utility Billing –Balance Forward AR.....	58
5.5	Utility Billing –Consumption History	58
5.6	Utility Billing –Services	58
6	Glossary.....	59

1. Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City of Fresno's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components: Phase	Functional Areas	Modules	Start Date	Go Live Date
1	Utility Billing	• Utility Billing • Utility Billing Interface • Tyler Cashiering • Central Property • Citizen Self Service	As defined in the	As defined in the

Below, is a summary of the products included in this Project, as well as reference to the City of Fresno's functional area utilizing the Tyler product(s). Refer to the Implementation Stages-section of this SOW for information containing detailed service components. Phase	Functional Areas	Modules	Start Date	Go Live Date
		• Tyler Notify • Tyler GIS • Tyler Reporting (multi-phased) • Tyler Content Manager (multi-phased)	project plan	project plan

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

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

2. Project Governance

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

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

The path below illustrates an overall team perspective where Tyler and the City of Fresno collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Fresno steering committee become the escalation points to triage responses prior to escalation to the City of Fresno 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 of Fresno and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

The City of Fresno steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City of Fresno project manager(s) and the Project and through participation in regular internal meetings, the City of Fresno steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City of Fresno steering committee also provides support to the City of Fresno project manager(s) by communicating the importance of the Project to all impacted departments. The City of Fresno steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City of Fresno steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City of Fresno's **executive sponsor** provides support to the Project by allocating resources, providing **strategic direction, and communicating key issues about the Project and the Project's overall importance** to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City of Fresno steering committee, project manager(s), and functional leads to make critical business decisions for the City of Fresno.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

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

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

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

- The City of Fresno shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City of Fresno does not provide acceptance or acknowledgement within five

(5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City of Fresno does not agree the particular Deliverable or Control Point meets requirements, the City of Fresno shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Fresno shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Fresno does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3. Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City of Fresno has the ability to allocate additional internal resources if needed. The City of Fresno also ensures the alignment of their budget and Scope expectations.
- The City of Fresno and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City of Fresno provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City of Fresno project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City of Fresno project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City of Fresno users' complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City of Fresno is responsible for making decisions based on the options available.
- 50/50 Implementation Consultant/City Workload assumptions

Description of Work	City Responsibility	Tyler's Responsibility
Data Conversions	City will be responsible for extracting and cleansing data from the legacy system, creating crosswalks/mappings, loading conversion file to Munis environment, validating converted data.	Prepare data in required data conversion format, apply mapping/business rules, create conversion file and deliver to City.
Data Interfaces (using import/export)	City will be responsible for extracting data from the legacy system, assisting to define crosswalks/mappings, assisting with validating of imported data.	Define process for extracting data from one system and mapping it to the required import format, prepare import in required format, test import with City, and adjust interface mappings/program as necessary until correct.
Reports	Assist with the development of report specifications, test report and provide feedback.	Analyze report needs and provide comparable report options in Munis. Assist in determining what reports would require custom development and assist with specification development. Work with City to define specifications for reports,
Workflow	Assist with the development of workflow specifications, create 50% of workflows in Munis, test workflows and provide feedback.	Work with City to define flowcharts for each workflow process, create 50% of workflows in Munis, and assist with adjusting workflows based on City feedback.
Security	Assist in defining user permissions, setup 50% of security roles in Munis, test setup and provide feedback.	Work with City to define security roles and permissions, setup 50% of security roles in Munis, assist with adjusting security based on City feedback.
System Design & Configuration	Provide current business process information and respond to questions related to new system setup, configure 50% of codes in Munis.	Work with City to obtain necessary information, setup and configure 50% of codes in Munis based on City needs, document configuration decisions.
Testing	Test system configuration, document findings/results, and	Assist with adjusting system configuration based on

	communicate necessary changes to Tyler.	feedback from City, respond to City questions related to testing.
Test Scripts	Customize baseline test scripts, perform testing based on test scripts, document findings/results, and communicate necessary changes to Tyler.	Provide baseline test scripts that the City can customize based on scenarios they desire to test. Assist with testing and documentation of findings, assist with adjusting system configuration based on feedback from City.
Core Training	Attend training.	Conduct training for the City's core project team.

- In the event the City of Fresno may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City of Fresno's responsibility to define, document, and implement.
- The City of Fresno makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City of Fresno will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City of Fresno is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Fresno understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City of Fresno may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City of

Fresno to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City of Fresno ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City of Fresno is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

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

3.5 Education

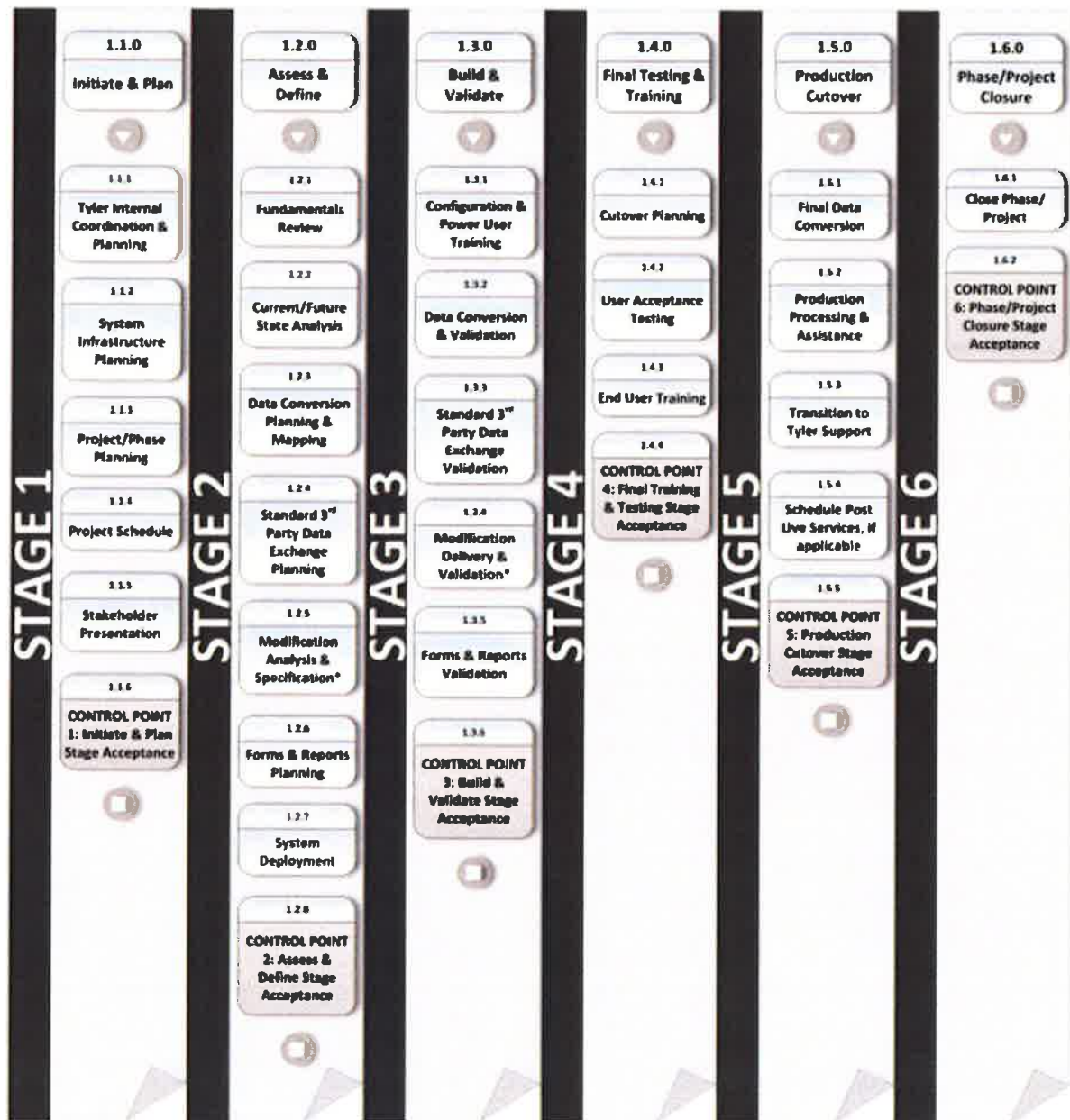
- Throughout the Project lifecycle, the City of Fresno provides a training room for Tyler staff to transfer knowledge to the City of Fresno's resources, for both onsite and remote sessions. The City of Fresno will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City of Fresno will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City of Fresno determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City of Fresno provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City of Fresno provided projector, allowing all attendees the ability to actively engage in the training session.
- The City of Fresno testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City of Fresno is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4. Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - If included in project scope

1.1 Initiate & Plan (Stage 1)

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

1.1.1 Tyler Internal Coordination & Planning

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

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

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

1.1.2 System Infrastructure Planning

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

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

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

1.1.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City of Fresno and Tyler.

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

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

1.1.4 Project Schedule

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

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

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

1.1.5 Stakeholder Presentation

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

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

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

1.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

1.1.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the **City of Fresno's Project**.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City of Fresno reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City of Fresno acceptance of schedule based on City of Fresno resource availability and Project budget and goals.

1.1.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

1.2 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City of Fresno business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City of Fresno collaboration. The City of Fresno shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes. Tyler to conduct advanced discovery analysis.

1.2.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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

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

1.2.2 Current/Future State Analysis

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

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

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

1.2.3 Data Conversion Planning & Mapping

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

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

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

4.1.1 Standard 3rd Party Data Exchange 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.

4.1.1.1 Imports and Exports

The Client 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. Tyler will provide Utility Billing integration analysis assistance.

4.1.1.2 APIs

Additional API licensing and data sharing agreements are required for integration with third-party applications. In addition to ensuring that API services are functioning correctly, Tyler will participate in developer-to-developer discussions, if necessary, to allow the client to attain a satisfactory understanding of baseline API operation, as specified in the agreement. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third-party API services.

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

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

1.2.4 Modification Analysis & Specification, if contracted

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

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

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

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

1.2.5 Forms & Reports Planning

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

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

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

1.2.6 System Deployment

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

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

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

1.2.7 Control Point 2: Assess & Define Stage Acceptance

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

1.2.7.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City of Fresno business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City of Fresno acceptance of completed Questionnaire based on thoroughness of capturing all City of Fresno business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City of Fresno, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City of Fresno's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City of Fresno accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City of Fresno in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City of Fresno is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Fresno team members are trained on applicable system administration tasks.

1.2.7.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.

- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

1.3 Build & Validate (Stage 3)

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

1.3.1 Configuration & Power User Training

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

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

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

1.3.2 Data Conversion & Validation

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

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

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

1.3.3 Standard 3rd Party Data Exchange Validation

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

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

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

1.3.4 Modification Delivery & Validation, if contracted

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

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

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

1.3.5 Forms & Reports Validation

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

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

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

1.3.6 Control Point 3: Build & Validate Stage Acceptance

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

1.3.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City of Fresno to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City of Fresno accepts data conversion delivery; City of Fresno completes data issues log.
- Installation of Modifications on the City of Fresno's **server(s)** *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City of Fresno-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

1.3.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City of Fresno and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

1.4 Final Testing & Training (Stage 4)

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

1.4.1 Cutover Planning

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

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

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

1.4.2 User Acceptance Testing (UAT)

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

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

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

1.4.3 End User Training

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

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

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

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

1.4.4 Control Point 4: Final Testing & Training Stage Acceptance

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

1.4.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

1.4.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

1.5 Production Cutover (Stage 5)

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

1.5.1 Final Data Conversion, if applicable

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

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

STAGE 5	Final Data Conversion, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
			C		I						I	A	C	I	I	I	I	R			
			I		I							A	C		R			I			
		A	I	I	R							I	I		I			C			
			I	C	C						I	A	C		R			C			
			I		I							I	A	C	I	C			R		

1.5.2 Production Processing & Assistance

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

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

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

1.5.3 Transition to Tyler Support

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

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

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

1.5.4 Schedule Post-Production Services, if applicable

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

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

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

1.5.5 Control Point 5: Production Cutover Stage Acceptance

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

1.5.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City of Fresno Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City of Fresno receives tools to contact support and understands proper support procedures.

1.5.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

1.6 Phase/Project Closure (Stage 6)

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

1.6.1 Close Phase/Project

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

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

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

1.6.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

1.6.2.1 Phase/Project Closure Stage Deliverables

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

1.6.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

2 Roles and Responsibilities

2.1 Tyler Roles and Responsibilities

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

2.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with **satisfying the City of Fresno's** overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City of Fresno's **executive sponsor**.

Name	Title	Contact	Commitment
Jen Turgeon	VP of Implementation	jennifer.turgeon@tylertech.com	As needed
Chris Webster	President of ERP Division	Chris.webster@tylertech.com	As Needed

2.1.2 Tyler Implementation Management

- Acts as the counterpart to the City of Fresno steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City of Fresno steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

Name	Title	Contact	Commitment
Brian Bouchard	Implementation Manager – Utility Billing	Brian.bouchard@tylertech.com	As Needed
Kathryn Morrilly	Implementation Director – Revenue	Kathryn.Morrilly@tylertech.com	As Needed
Carrie Giesy	Sr. Implementation Director	carrie.giesy@tylertech.com	As Needed

2.1.3 Tyler Project Manager

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

The 50% Dedicated Munis Project Manager will allocate 20 hours/week to the project. Additionally, the Munis Project Manager will be on-site 2 days per month, including Project Planning, the Kick-Off (Stakeholder Presentation) meeting and Steering Committee meetings.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone signoffs for acceptance by City of Fresno project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Update and deliver Implementation Management Plan.
 - Defines project tasks and resource requirements.
 - Develops initial project schedule and full scale Project Plan.
 - Collaborates with City of Fresno project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City of Fresno to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City of Fresno and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City of Fresno any items that may impact the outcomes of the Project.

- Collaborates with the City of Fresno's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Sets a routine communication plan that will aide all project team members, of both the City of Fresno and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates within Scope 3rd party providers to align activities with ongoing project tasks.

2.1.4 Tyler Implementation Consultant

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

2.1.5 Tyler Sales

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

2.1.6 Tyler Software Support

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

2.2 City of Fresno Roles and Responsibilities

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

2.2.1 City of Fresno Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City of Fresno steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

2.2.2 City of Fresno Steering Committee

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

2.2.3 City of Fresno Project Manager

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

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City of Fresno project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City of Fresno and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both City of Fresno staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City of Fresno resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Fresno technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

2.2.4 City of Fresno Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Fresno project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Fresno resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

2.2.5 City of Fresno Power Users

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

2.2.6 City of Fresno End Users

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

2.2.7 City of Fresno Technical Support

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

2.2.8 City of Fresno Upgrade Coordinator

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

2.2.9 City of Fresno Project Toolset Coordinator

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

2.2.10 City of Fresno 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.

5. Munis Conversion Summary

5.1 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

5.2 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

5.3 Utility Billing –Service Orders

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

5.4 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

5.5 Utility Billing –Consumption History

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

5.6 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties .
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

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



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Fresno, a California municipal corporation, with offices at 2600 Fresno Street, Room 1059, Fresno, CA 93721 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of January 29, 2021 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The attached Appendix 4 is hereby added to Exhibit F.
2. Paragraph 2.6 of Exhibit B is hereby deleted in its entirety and replaced with the following language:

"2.6 Other Services:

Dedicated Project Management and Integrated Change Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the initiation of project planning."

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: 

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: Mar 30, 2021

City of Fresno, a California municipal corporation

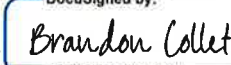
By: 

Name: Bryon Horn

Title: CIO

Date: 5-4-2021

Approved as to Form:

By:  4/14/2021
DocuSigned by: TCFC5444CAA84DB...

Attest:

By: _____



Appendix 4
Koa Hills Statement of Work

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MUNIS DATA CONVERSION SCOPE OF WORK

Munis Finance

Data Conversion Assistance

Scope of Work

Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion. This process allows for a one-to-one or many- (legacy system) to-one (Tyler) system, however it does not provide a method for one-to-many mapping as part of the data conversion process.

Modules Included

1. General Ledger – Validated against Chart of Accounts
 - a. Actuals
 - b. Budgets
2. Project Grant Accounting
 - a. Actuals
 - b. Budgets
 - c. Standard
3. Accounts Payable and Checks
 - a. Vendors
 - b. Checks
 - c. Invoices
4. Capital Assets
5. Purchasing
 - a. Standard Open POs
6. Contracts
7. General Billing
 - a. Bills
 - b. Recurring Invoices



MUNIS DATA CONVERSION SCOPE OF WORK

c. Standard Customers

Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the City of Fresno, CA to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology. If the data import option is used a change order may be necessary.

The City of Fresno, CA will choose the data window timeframe to convert into the Tyler systems. Converting “current” data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the City of Fresno, CA with data validation between systems, as needed, once the data has been loaded into Tyler systems.

Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the City of Fresno, CA to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work



MUNIS DATA CONVERSION SCOPE OF WORK

groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

Roles and Responsibilities

Conversion task	Responsible Party
Data Conversion planning	Koa Hills, Tyler, City of Fresno, CA
Provide legacy system documentation	City of Fresno, CA
Data mapping	Koa Hills, City of Fresno, CA
Extract legacy data	Koa Hills, City of Fresno, CA
Run proofing reports in legacy system	City of Fresno, CA
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills



MUNIS DATA CONVERSION SCOPE OF WORK

Convert legacy data and deliver to client	Tyler
Load Conversion data and review in Tyler system (test)	City of Fresno, CA, Koa Hills as needed
Refine legacy data and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler
Load Conversion data and review in Tyler system (final)	City of Fresno, CA, Koa Hills as needed
Final approval of converted data	City of Fresno, CA
Load data (final)	City of Fresno, CA, Koa Hills as needed

System Access

Koa Hills will require system access promptly when the project begins so that all timeline objectives are met. Please keep this in mind for project planning.

This SOW is in addition to the contracted amount from Tyler conversion fees. If the City of Fresno, CA would like to change the scope of Conversion from the original agreement, please contact your Tyler sales representative.

The expectation is that KHC will have full access to your data during this project.

Note that travel is billed as incurred and not included in this SOW. A detailed estimate may be provided upon request.

The lack of system documentation and/or required schemas of the legacy system may require additional professional services.



UTILITY BILLING DATA CONVERSION SCOPE OF WORK

Tyler Utility Billing Data Conversion Assistance Scope of Work

Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion. This process allows for a one-to-one or many- (legacy system) to-one (Tyler) system, however it does not provide a method for one-to-many mapping as part of the data conversion process.

Modules Included

1. Utility Billing
 - a. Balance Forward A/R
 - b. Consumption History
 - c. Flat Inventory/Containers
 - d. Service Orders
 - e. Services
 - f. Standard

Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the City of Fresno, CA to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology. If the data import option is used a change order may be necessary.

The City of Fresno, CA will choose the data window timeframe to convert into the Tyler systems.



UTILITY BILLING DATA CONVERSION SCOPE OF WORK

Converting “current” data rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the City of Fresno, CA with data validation between systems, as needed, once the data has been loaded into Tyler systems.

Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the City to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team’s ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.



UTILITY BILLING DATA CONVERSION SCOPE OF WORK

Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, City of Fresno, CA
Provide legacy system documentation	City of Fresno, CA
Data mapping	Koa Hills, City of Fresno, CA. as needed
Extract legacy data	Koa Hills, City of Fresno, CA. as needed
Run proofing reports in legacy system	City of Fresno, CA
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	City of Fresno, CA, Koa Hills as needed
Refine legacy data as needed and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler



UTILITY BILLING DATA CONVERSION SCOPE OF WORK

Load conversion data and review in Tyler system (final)	< City of Fresno, CA, Koa Hills as needed
Final approval of converted data	City of Fresno, CA
Load data (final)	City of Fresno, CA, Koa Hills as needed

System Access

Koa Hills will require system access promptly when the project begins so that all timeline objectives are met. Please keep this in mind for project planning.

This SOW is in addition to the contracted amount from Tyler conversion fees. If the City of Fresno, CA would like to change the scope of conversion from the original agreement, please contact your Tyler sales representative.

Expectation is that Koa Hills Consulting will have full access to your data during this project.

Note that travel is billed as incurred and not included in this SOW. A detailed estimate may be provided upon request.

The lack of system documentation and/or required schemas of the legacy system may require additional professional services.



MUNIS DATA CONVERSION SCOPE OF WORK

Tyler Munis HCM Data Conversion Assistance Scope of Work

Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion. This process allows for a one-to-one or many- (legacy system) to-one (Tyler) system, however it does not provide a method for one-to-many mapping as part of the data conversion process.

Modules Included

1. Human Resources
 - a. Certifications
 - b. Education
 - c. PM Action History
 - d. Position Control
 - e. Recruiting
2. Payroll
 - a. Accrual Balances
 - b. Accumulators
 - c. Check History
 - d. Deductions
 - e. Earnings and Deduction history
 - f. Standard

Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the City of Fresno, CA to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis



MUNIS DATA CONVERSION SCOPE OF WORK

format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology. If the data import option is used a change order may be necessary.

The City of Fresno, CA will choose the data window timeframe to migrate into the Tyler systems. Converting “current” data, rather than all historical data is recommended, due to data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the City of Fresno, CA with data validation between systems, as needed, once the data has been loaded into Tyler systems.

Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the City to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion calendar will be created and shared, to facilitate the data conversion team’s ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.



MUNIS DATA CONVERSION SCOPE OF WORK

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.

Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, City of Fresno, CA
Provide legacy system documentation	City of Fresno, CA
Data mapping	Koa Hills, City of Fresno, CA
Extract legacy data	Koa Hills, City of Fresno, CA
Run proofing reports in legacy system	City of Fresno, CA
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	City of Fresno, CA, Koa Hills as needed



MUNIS DATA CONVERSION SCOPE OF WORK

Refine legacy data and submit to Tyler (final)	Koa Hills as needed
Convert legacy data and deliver to client (final)	Tyler
Load conversion data and review in Tyler system (final)	City of Fresno, CA, Koa Hills as needed
Final approval of converted data	City of Fresno, CA
Load data (final)	City of Fresno, CA, Koa Hills as needed

System Access

Koa Hills will require system access promptly when the project begins so that all timeline objectives are met. Please keep this in mind for project planning.

This SOW is in addition to the contracted amount from Tyler conversion fees. If the City of Fresno, CA would like to change the scope of conversion from the original agreement, please contact your Tyler sales representative.

The expectation is that Koa Hills will have full access to your data during this project.

Note that travel is billed as incurred and not included in this SOW. A detailed estimate may be provided upon request.

The lack of system documentation and/or required schemas of the legacy system may require additional professional services.



Fresno CA Amendment Koa Hills SOW 020521

Final Audit Report

2021-03-30

Created:	2021-03-30
By:	John Wright (john.wright@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALdvmCE2kX_YoOX2nN7rpQ6KO2rCOll7m

"Fresno CA Amendment Koa Hills SOW 020521" History

-  Document created by John Wright (john.wright@tylertech.com)
2021-03-30 - 6:55:30 PM GMT- IP address: 68.42.251.146
-  Document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) for signature
2021-03-30 - 6:56:16 PM GMT
-  Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
2021-03-30 - 7:13:49 PM GMT- IP address: 207.182.208.2
-  Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
Signature Date: 2021-03-30 - 7:14:04 PM GMT - Time Source: server- IP address: 207.182.208.2
-  Agreement completed.
2021-03-30 - 7:14:04 PM GMT





AMENDMENT 2

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Fresno, California, with offices at 2600 Fresno Street, Room 1059, Fresno, California 93721 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated January 29, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused services, totaling \$161,400, are hereby removed from the Agreement:
 - a. KOA Hills Data Migration Leadership Fin/HCM, at a contract price of: \$90,000; and
 - b. KOA Hills Data Migration Leadership Utility Billing, at a contract price of: \$71,400
2. The services set forth in the Investment Summary attached hereto as Exhibit 1, totaling \$88,800, are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred. Services fees invoiced pursuant to this section are subject to the retainage requirements of Exhibit B, Section 2.2 of the Agreement.
3. For Client's internal purposes, the difference between the services removed in Section 1 of this Amendment and the services added in Section 2 (\$72,600) will be applied to travel expenses incurred by Tyler in providing services to Client.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Fresno, California

By: Rob Kennedy-Jensen

By: Bryon Horn

Name: Robert Kennedy-Jensen

Name: Bryon Horn

Title: Group General Counsel

Title: CL

Date: April 19, 2023

Date: 4/28/23



Exhibit 1 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Jennifer Wahlbrink
Quote Expiration: 04/24/23
Quote Name: City of Fresno-EERP-Additional Services
Quote Description: 12-7-22 City of Fresno, CA - Additional Services

Sales Quotation For:

City of Fresno
2600 Fresno St
Fresno CA 93721-3601
Phone: +1 (559) 621-4636

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Additional Implementation Hours	480	\$ 185.00	\$ 0.00	\$ 88,800.00	\$ 0.00
TOTAL				\$ 88,800.00	\$ 0.00

Summary

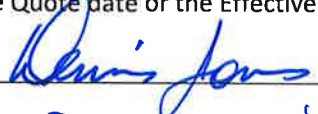
	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 88,800.00	\$ 0.00

2022-368434-Z5Z7L5

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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 88,800.00	\$ 0.00
Contract Total	\$ 88,800.00	
Estimated Travel Expenses excl in Contract		
Total	\$ 9,000.00	

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

Customer Approval:  Date: 4/28/23
 Print Name: Dennis Jones P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
 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 two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% 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.



AMENDMENT 3

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Fresno, California, with offices at 2600 Fresno Street, Room 1059, Fresno, California 93721 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated January 29, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused services, totaling \$58,400, are hereby removed from the Agreement:
 - a. Accounting – Actuals (3 years) conversion, at a contract price of: \$3,500;
 - b. Accounting – Budgets (3 years) conversion, at a contract price of: \$3,500;
 - c. Accounting Standard COA conversion, at a contract price of: \$4,000;
 - d. Accounts Payable – Checks (5 years) conversion, at a contract price of: \$5,400;
 - e. Accounts Payable – Invoices (5 years) conversion, at a contract price of: \$7,000;
 - f. Capital Assets Std Master conversion, at a contract price of: \$5,000;
 - g. Contracts conversion, at a contract price of: \$6,500;
 - h. General Billing – Bills (5 years) conversion, at a contract price of: \$6,000;
 - i. General Billing – Recurring Invoices conversion, at a contract price of: \$5,000;
 - j. Project Grant Accounting – Actuals (3 years) conversion, at a contract price of: \$3,500;
 - k. Project Grant Accounting – Budgets (3 years) conversion, at a contract price of: \$3,500;
 - l. P-Card Import Format, at a contract price of: \$5,500
2. The services set forth in the Investment Summary attached hereto as Exhibit 1, totaling \$57,720, are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred. Services fees invoiced pursuant to this section are subject to the retainage requirements of Exhibit B, Section 2.2 of the Agreement.
3. For Client's internal purposes, the difference between the services removed in Section 1 of this Amendment and the services added in Section 2 (\$680) will be applied to travel expenses incurred by Tyler in providing services to Client.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the



Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Fresno, California

By: *Rob Kennedy-Jensen*

By: *[Signature]*

Name: Robert Kennedy-Jensen

Name: *Bryan Horn*

Title: Group General Counsel

Title: *CLO*

Date: April 19, 2023

Date: *4/28/23*



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Jennifer Wahlbrink
Quote Expiration: 08/19/23
Quote Name: City of Fresno -EERP-Additional Services 2
Quote Description: 2-20-23 City of Fresno, CA - Additional Hours 2

Sales Quotation For:

City of Fresno
2600 Fresno St
Fresno CA 93721-3601
Phone: +1 (559) 621-4636

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Additional Project Hours	312	\$ 185.00	\$ 0.00	\$ 57,720.00	\$ 0.00
TOTAL				\$ 57,720.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 57,720.00	\$ 0.00

2023-388833-F6R2B6

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Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 57,720.00	\$ 0.00
Contract Total	\$ 57,720.00	

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

Customer Approval:  Date: 4/28/23
 Print Name: Dennis Jones P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

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

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% 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.



AMENDMENT 4

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Fresno, California ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated January 29, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred. For the avoidance of doubt, the retainage in Section 2.2 of Exhibit B of the Agreement applies to the fees for these services.
2. For Client internal purposes only, the City of Fresno, CA will be using encumbered funds, previously classified for payment of SaaS fees, to be reclassified for the use of payment for Services fees and/or Travel Expenses fees.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

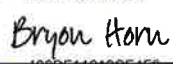
By: 

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: October 13, 2023

City of Fresno, California

By: 

Name: Bryon Horn

Title: CIO

Date: 10/23/2023





Exhibit 1
Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation inserted on the following pages.

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Quoted By: Jennifer Wahlbrink
 Quote Expiration: 02/11/24
 Quote Name: City of Fresno-EERP-Additional Services
 Quote Description: 9-28-23 City of Fresno, CA v.2 Additional Services

Sales Quotation For:

City of Fresno
 2600 Fresno St
 Fresno CA 93721-3601
 Phone: +1 (559) 621-4636

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Dedicated Project Management & Integrated Change Mgt. Months	7	\$ 28,000.00	\$ 0.00	\$ 196,000.00	\$ 0.00
HRM Lead	520	\$ 185.00	\$ 0.00	\$ 96,200.00	\$ 0.00
Payroll IC	384	\$ 175.00	\$ 0.00	\$ 67,200.00	\$ 0.00
Payroll Lead	744	\$ 185.00	\$ 0.00	\$ 137,640.00	\$ 0.00
Technical Lead	7	\$ 7,500.00	\$ 0.00	\$ 52,500.00	\$ 0.00
TOTAL				\$ 549,540.00	\$ 0.00

Summary

Total Tyler License Fees
 2023-421922-D0D4K8

One Time Fees
 \$ 0.00

Recurring Fees
 \$ 0.00

Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 549,540.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 549,540.00	\$ 0.00
Contract Total	\$ 549,540.00	
Estimated Travel Expenses excl in Contract Total	\$ 134,365.00	

Unless otherwise indicated in this 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: Bryon Horn Date: 10/23/2023
 Print Name: Bryon Horn P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available.

2023-421922-D0D4K8

Page 2

for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

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 two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by

Page 3

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 70% Client and 30% 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.

Fresno CA Amendment 4 101323_Tyler

Final Audit Report

2023-10-13

Created:	2023-10-13
By:	Amanda Andreine (amanda.andreine@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3nFnQxfNLZVszWdcdvneLljkXmWjRF7N

"Fresno CA Amendment 4 101323_Tyler" History

-  Document created by Amanda Andreine (amanda.andreine@tylertech.com)
2023-10-13 - 2:15:55 PM GMT
-  Document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) for signature
2023-10-13 - 2:16:12 PM GMT
-  Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
2023-10-13 - 2:16:37 PM GMT
-  Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)
Signature Date: 2023-10-13 - 2:16:43 PM GMT - Time Source: server
-  Agreement completed.
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