CITY OF GOLETA

TO: Mayor and Councilmembers

FROM: Luke Rioux, Finance Director

SUBJECT: Incode 10 Software Upgrade and Implementation

RECOMMENDATION:

A.   Authorize the City Manager to execute a License and Services Agreement between the City of Goleta and Tyler Technologies, Inc., for an Incode 10 Software Update and Implementation for a total not-to-exceed amount of $55,644; and,

B.   Authorize the City Manager to approve contingency contract change orders for the Incode 10 Software Upgrade and Implementation, if necessary, in an amount not to exceed $15,000.

BACKGROUND:

The City of Goleta currently utilizes Incode 8, a Tyler Technologies product as its financial software. Incode is a widely used municipal finance system that is utilized by over 9,000 local government offices. Incode 8 has been in use by the City since 2002 and has had minor updates since then. The software contains multiple application modules which include, but are not limited to, accounts payable, general ledger, purchasing, bank reconciliation, and payroll. In 2007, the City added Incode's business license module to operate and manage the City's business license program. Incode 8 is currently two versions behind Tyler Technologies latest version, Incode 10. Staff researched and inquired about the upgrade to Incode 10 and learned that due to changes in software database structure, the upgrade is more complex and requires additional implementation and software migration efforts by Tyler Technologies, which includes data mapping and conversions.

Incode 8 lacks necessary functions needed for staff to operate efficiently and effectively. Some of these limitation issues include properly exporting data to Microsoft Excel and Access, the inability to handle unique payroll functions and adjustments, invoice tracking, producing line item detailed reports that compare budget to actuals, a global search function, and a financial document attachment feature. Over time staff has addressed these issues by developing workarounds and purchasing extra add-on software. However, more staff time than necessary is still required to operate the system, as additional manual entry and manipulation of worksheets to present data in a user-friendly format is needed.

DISCUSSION:

The City's finances have become more complex and sophisticated due to increasing financial reporting requirements, growth in departments and operations, and additional funding sources with special accounting and reporting requirements. The City is in need of an upgrade to its current financial software that can provide the necessary tools to operate effectively and efficiently that will address the software challenges staff deals with on a daily basis. In the fall of 2016, Finance staff reached out to Tyler Technologies to address its concerns and challenges with Incode 8 and learned that, an upgrade to Incode 10 would solve a majority of the issues, including adding an Accounts Receivable module that will assist with billing efforts, and Tyler Output Director, an application that allows automation of emailed direct deposit stubs to employees.

Finance staff received a software demonstration of Incode 10 by Tyler Technologies. After seeing the latest software improvements and capabilities, staff later arranged a citywide demonstration to allow all Incode users to get first-hand experience on Incode 10, and allow for Tyler Technologies personnel to answer questions, concerns, and challenges experience by other departments. The results were positive and Finance staff was directed to pursue a quote for the cost and process of the upgrade.

As mentioned above, Incode 8 is currently two versions behind Tyler Technologies latest version, Incode 10. The current Incode 8 system is considered antiquated, as it was developed using common business-oriented language (COBOL). Most programming in COBOL is now purely to maintain existing applications. Incode 10 is built on current versions of Microsoft .NET and structured query language (SQL) database, allowing greater flexibility with software compatibility, data search and reporting functions. Due to changes in software programming language, and database structure, the upgrade will require additional implementation and software migration efforts by Tyler Technologies.

In addition to the upgrade, there are also enhanced security controls, such as a function that maintains user approval rights that extend to the processes they initiated. The software's graphical user interface (GUI) has also been updated, to focus primarily around processes, administration and reporting, rather than at the application level in the current version. Incode 10 will allow for full customization of the user's workspace/dashboard to fit the user's unique role and workflow needs giving the user greater control and flexibility. It will provide internal checks and balances between multiple modules, by integrating modules automatically and eliminate numerous manual entries. The upgrade will also allow information to be more readily available by being accessible in the "cloud", if the City chooses this path in the future and utilizes Tyler Technologies Incode 10 Hosted Solutions. At this time, staff recommends the continuation of its onsite hosting version of the software. With the onsite hosted version, all of the technology hardware and software maintenance is still in control by the City, along with maintaining its servers for the software. The City may later choose to pursue the offsite-hosted option. Current estimated cost for this option is an additional annual $38,000. Benefits of this option include the City not having to make additional expenditures for server upgrades for the software, and software and data is backed up on Tyler's data centers.

In summary, staff has determined the upgrade to Incode 10 would be very beneficial for the following reasons:

1. Overall ease and use of their software;
2. High level of customer support provided both during the installation process and after;
3. Local system user's group (nearby cities and districts include Buellton, Solvang, United Water District, Templeton CSD, Nipomo CSD, and most recently City of Carpinteria will be implementing Incode 10. The cities of Lompoc and Santa Barbara also use a Tyler Technologies product called Munis;
4. The software provides the modern functionality sought by staff including: the ability to handle the complexities of current government accounting; online real-time access to accounting transactions and supporting documents; and, electronic document workflow and approval process built into the software; and universal search;
5. Updated graphical user interface, that provides a familiar look and use of a modern Internet browser;
6. Reporting tools that are easy to use for both the technical and non-technical staff;
7. Comprehensive system of reports, which will enable the City to be more efficient in responses to data requests, as well as meet complex agency and government reporting requirements.

After careful review, demonstration, evaluation of the upgrade, discussion with other public agencies, consideration of long term costs, and the City's needs for reporting and efficiency, staff recommends the upgrade to Incode 10. Since this will be an upgrade to its current financial software, the City will have a pricing advantage and will not have to pay the higher costs associated with new software implementation that is associated going with another vendor and product. Should the City decide to pursue another vendor and product, this would result in significant time in developing a Request for Proposal and incurring additional software implementation costs that can range from $100,000 to $400,000 for a city our size, in addition, extra time related to complex data conversions, additional staff training, and not having local user group support. As mentioned earlier, current cities in Santa Barbara County that utilize Incode 10 software include Buellton, Solvang, and most recently Carpinteria who will also be upgrading in the next year. Carpinteria's cost is approximately $105,000, since this will be an entire new software system for them. City of Lompoc, Santa Barbara, and Santa Maria also use Tyler Technology other enterprise resource planning products designed for larger agencies. Tyler Technologies does offer another ERP system called Munis. Munis is recommended for larger agencies and for counties. Overall, Incode 10 provides robust financial reporting, allowing the City to meet complex reporting requirements, ensures data integrity, and is web based, with a user friendly interface and network of support options provided by Tyler. The Incode 10 system is also capable of integrating with other software and will integrate with the new permit tracking system.

Upon approval, a Tyler Technologies Project Manager will develop an implementation schedule outlining specific tasks for precise applications along with the Finance Director. Dates will be determined based on communication with City staff. In recent discussion with Tyler Technologies, due to the high volume of software implementation in other cities and

counties across the country, the City will be on a waitlist for implementation which is currently scheduled in the third quarter of 2019.

FINANCE COMMITTEE REVIEW:

The Finance Committee met to review and discuss the proposed Incode 10 software upgrade on February 9, 2017 and were in support of this update.

FISCAL IMPACT:

The City currently pays approximately a $26,205 annual maintenance fee for the use of the Incode 8 system. An upgrade to Incode 10 will cost the City in the first year for implementation a one-time fee of approximately $51,644 and optional estimated travel expenses of $4,000 if needed on-site, for a total of $55,644. Implementation and training can be done remotely to save on travel expenses. Afterwards, there will an approximate $2,270 increase in annual license and maintenance fees thereafter.

Staff plans to utilize the remote implementation option but have budget funds available if services are needed on site. In addition to the total cost, staff is recommending a contingency of $15,000 to support any unanticipated expenditures related to the implementation of Incode 10.

Funding for the upgrade and implementation is available for use from the $450,000 budget set aside for software upgrades.

Total Implementation Cost Analysis:

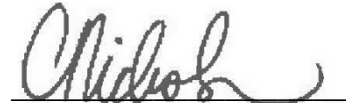| Software	Year One (One Time)	Travel Expense	Total One Time Costs	Contingency	Total Costs + Contingency
Incode 10	$51,644	$4,000	$55,644	$15,000	$70,644

When including total ongoing annual maintenance and licensing costs for the Incode 10 migration of $2,270 to the City's current annual cost of $26,205, this results in a total annual amount of approximately $28,475. The annual maintenance agreement will remain the same, with the additional $2,270 to address the Accounts Receivable module and Output Director. Future annual maintenance costs are subject to market conditions, but over the years, these costs have stayed within the 5% range.

As mentioned earlier, if the City at a later date decides to pursue cloud hosting services provided by Tyler Technology, additional annual fees of approximately $38,000 will be incurred.

ALTERNATIVES:

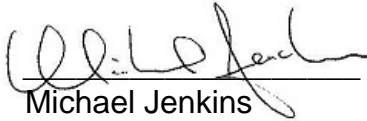The City Council could choose not to support the upgrade with Tyler Technologies, which will result in the City's continue use of their current aging system, Incode 8, with increasing support costs, lack of features and compatibility, and the inability to produce as efficiently. The City Council could also choose for staff to do further research on other municipal finance software and issue a Request for Proposal.

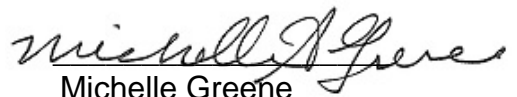| **Reviewed By:**	**Legal Review By:**	**Approved By:**

Carmen Nichols
Deputy City Manager

Michael Jenkins
City Attorney

Michelle Greene
City Manager

ATTACHMENTS:

1. License and Services Agreement
2. Statement of Work – Migration Incode to Incode 10
3. Sales Quotation

ATTACHMENT 1:

License and Services Agreement

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Goleta.
- **"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.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. <u>License Grant and Restrictions</u>.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

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

2. <u>License Fees</u>. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. <u>Escrow</u>. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including

payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. <u>Limited Warranty</u>. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

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

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees 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. <u>Additional Services</u>. 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. <u>Cancellation</u>. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel 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.

5. <u>Services Warranty</u>. 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. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. 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).

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

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

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

    2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

    2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

    2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required

or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

    3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

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

    3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. 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 services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. <u>Lack of Appropriations</u>. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. <u>Force Majeure</u>. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

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

   1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

3. **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) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability

of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those 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 for twelve (12) months from the Effective Date.

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

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

9. <u>Force Majeure</u>. 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. <u>No Intended Third Party Beneficiaries</u>. 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. <u>Entire Agreement; Amendment</u>. 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. <u>Severability</u>. 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. <u>No Waiver</u>. 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. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. 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. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. 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. <u>Business License</u>. 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. <u>Governing Law</u>. 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. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. 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. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

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

    Exhibit A   Investment Summary
    Exhibit B   Invoicing and Payment Policy
                      Schedule 1: Business Travel Policy
    Exhibit C   Maintenance and Support Agreement
                      Schedule 1: Support Call Process
    Exhibit D   Statement of Work

SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.   City of Goleta

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Address for Notices: Address for Notices:
    Tyler Technologies, Inc.   City of Goleta
    One Tyler Drive   130 Cremona Drive; Suite B
    Yarmouth, ME 04096   Goleta, CA 93117
    Attention: Chief Legal Counsel   Attention: Nicholas Matsumbo

Exhibit A
Investment Summary

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Sales Quotation For
Nicholas Matsumoto
City of Goleta
130 Cremona Dr Ste B
Goleta , CA 93117-5514
Phone: +1 (805) 961-7500
Email: nmatsumoto@cityofgoleta.org

Tyler Software and Related Services

Description		License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode 10							
Misc. Accounts Receivable		$5,500	16	$2,000	$0	$7,500	$1,375
Other Software							
Output Director		$3,575	8	$1,000	$0	$4,575	$894
	Sub-Total:	$9,075		$3,000	$0	$12,075	$2,269
	TOTAL:	$9,075	24	$3,000	$0	$12,075	$2,269

Tyler Migration Services

Description	Investment
Content/ Document Mgt Migration Services	
Secure Signatures (includes 2 signatures)	
Standard Forms Package (Financials-4, Court-4, CRM-5, Logo-1)	
Incode 10 CIS Migration Services	$4,000
Cashiering	
Incode 10 Financial Migration Services	$14,400
Core Financials	
Positive Pay	
Project Accounting	
Purchasing	
Incode 10 Personnel Management Migration Services	$16,400
Employee Self Service (Employee Portal)	
ESS Time & Attendance (Number of FTE Employees)	
Personnel Management (Includes Position Budgeting)	
Sub-Total:	$34,800
TOTAL:	$34,800

Other Services

Description		Quantity	Unit Price	Extended Price	Maintenance
Project Management		1	$2,500	$2,500	$0
	TOTAL:			$2,500	$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$9,075	$2,269
Total Tyler Services	$5,500	$0
Total Migration Services	$34,800	
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$49,375**	**$2,269**
Contract Total	**$51,644**	

Detailed Breakdown of Conversions (Included in contract total)

Description		Hours	Unit Price	Programming Fee	Extended Price
Incode 10					
General Ledger - Conversion				$1,750	$1,750
Accounts Payable Conversion				$2,000	$2,000
Personnel Management -Payroll Conversion				$2,250	$2,250
	Less Discount:				$6,000
	Total:				$0

Implementation and Training can be done Remotely to save on travel expenses. If, Client would like onsite, onsite would consist of 2 trips. Estimated Travel Expenses: $3,589 plus 10% for processing fees.

Tyler will invoice Client for any Migration Fees (if applicable) listed above upon the go-live of each product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Core Financials includes general ledger, budget prep, bank recon, and accounts payable. Five (5) years plus the current year of historical data are included in the Migration Fees listed above.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software*.*

    1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

    1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

    2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

    2.2 *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 Business System Design document, 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.

    2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

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

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

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

2.6 *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 fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at 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:

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) 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 Defense and will be determined as required.

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

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

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. <u>Maintenance and Support Fees</u>. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. <u>Maintenance and Support Services</u>. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

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

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. <u>Client Responsibilities</u>. We will use all reasonable efforts to perform any maintenance and support services

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remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. 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 a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by you;
(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
(c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

**Exhibit C
Schedule 1
Support Call Process**

Support Channels

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

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

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:
  (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
  (2) Email – clients can send an email to software support in order to escalate the priority of an issue
  (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

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

Exhibit D
Statement of Work

TO BE INSERTED

ATTACHMENT 2:

Statement of Work - Migration Incode to Incode 10

Statement of Work- Migration Incode to Incode 10

Tyler Technologies

Revised 3/20/2018

Contents

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1 EXECUTIVE SUMMARY

1.1 Project Overview

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

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

- streamlining, automating, and integrating business processes and practices
- providing tools to produce and access information in a real-time environment
- enabling and empowering users to become more efficient, productive and responsive
- successfully overcoming current challenges and meeting future goals

1.2 Product Summary

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

[PRODUCT FAMILY]	[FUNCTIONAL AREA]
Incode 10	Core Financials, Human Resources, Payroll, Procurement, Utility Billing

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

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

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

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 Goleta 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 City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler Executive Sponsors. As part of the escalation process, each Project Governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler Executive Sponsors serve as the final escalation point.

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager has direct involvement with the Project and coordinates Project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. If requested, the Tyler Project Manager will provide regular updates to the City'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 consults Implementation Management on issues and outstanding decisions critical to the Project. Implementation Management works toward a solution with the Tyler Project Manager or with City Management, as appropriate. Tyler Executive Management is the escalation point for any issues not resolved at this level. 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 Process

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

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance within 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 does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager, 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 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 does not provide acceptance 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.

This acceptance process is followed for all Deliverables and Control Points throughout the Project.

3   OVERALL PROJECT ASSUMPTIONS

3.1   Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City and Tyler have the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.

- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the budgeted hours out of Scope and requires additional hours be requested via change request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Data Conversion

- The City 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 understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3   Data Exchanges, Customizations, Forms and Reports

- Client is on a supported, compatible version of any 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Customization requests not expressly stated in the contract are out of Scope. Customizations requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Customization 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 Incode 10 software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5   Education

- During live and onsite training, the City provides a training room for Tyler staff to transfer knowledge to City resources, as well as a place for City staff to practice what they have learned without distraction. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Customization prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Customization as defined by the specification.

- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 IMPLEMENTATION STAGES

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.

4.1 Initiate & Plan (Stage 1)

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

4.1.1 Tyler Internal Coordination & Planning

Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager coordinates with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client 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 Customization 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 initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.1.2 System Infrastructure Planning

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

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

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

4.1.3 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.

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 Customization 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					

4.1.4 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 Customization 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 schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews initial schedule			C							I	A	R	C	C		C				
Client approves initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.1.5 Control Point 1: Initiate & Plan Stage Acceptance

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

4.1.5.1 Initiate & Plan Stage Deliverables

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

4.1.5.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Project Plan/Schedule delivered; dates confirmed

4.2 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.2.1 Current/Future State Analysis

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

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

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

4.2.2 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Tyler Legacy System Applications.

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 Customization 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		

4.2.3   Standard 3rd Party Data Exchange Planning

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

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

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

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

STAGE 2	Standard 3rd 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 Customization 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			I	C								A	C		C			R		

4.2.4   Customization Analysis & Specification, if contracted

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

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

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

STAGE 2	Customization 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 Customization 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 custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R						I	I	I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C							A	R	I	C	C		
Sign-off on specification document(s) and authorize work			I				I			A	R	C	I	I				C		

4.2.5 Forms & Reports Planning

City and Tyler Project Manager review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization 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 Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I							A	R	C					
Review in Scope Reports			A	R									I	C	C					
Identify additional Report needs			I	C									A	R	C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.2.6 System Deployment

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

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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 Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.2.7   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.

4.2.7.1   Assess & Define Stage Deliverables

- Completed analysis Questionnaire

  - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.

  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).

  - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.

- Data conversion summary and specification documents

  - Objective: Define data conversion approach and strategy

  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.

  - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.

- Customization specification documents, if contracted

  - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs

  - Scope: Design solution for Customization

  - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements

- Completed Forms options and/or packages

  - Objective: Provide specifications for each City in Scope form, Report and output requirements

  - Scope: Complete Forms package(s) included in agreement and identify Reporting 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.

  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.2.7.2   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

4.3   Build & Validate (Stage 3)

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

4.3.1   Configuration & Power User Training

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

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

STAGE 3	Configuration & Power 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 Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.3.2 Data Conversion & Validation

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

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

STAGE 3	Data Conversion & Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization 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
Run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

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4.3.3 Standard 3rd Party Data Exchange Validation

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

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

| STAGE 3 | Standard 3rd 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 Customization 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 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

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4.3.4   Customization Delivery & Validation, if contracted

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

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

STAGE 3	Customization 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 Customization 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 custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.3.5 Forms & Reports Validation

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

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

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

4.3.6 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.

4.3.6.1 Build & Validate Stage Deliverables

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

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

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

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

4.3.6.2 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

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- Standard 3rd party Data Exchange training provided

- Customizations delivered and available for testing in Stage 4

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

4.4   Final Testing & Training (Stage 4)

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

4.4.1   Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover.

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

4.4.2 User Acceptance Testing (UAT)

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

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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 Customization 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 custom program(s), if applicable			I	I			I			A	R	C	I	C				C		
Validate Report performance			I	C		C				A	C				R			C		

4.4.3 End User Training

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

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

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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 Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I							I	A	C	I	R	I	I	I	I		

4.4.4   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.

4.4.4.1   Final Testing & Training Stage Deliverables

- 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.

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- Acceptance criteria: Testing steps have been provided for Standard business processes.

4.4.4.2   Final Testing & Training Stage Acceptance Criteria

- Customization(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

4.5   Production Cutover (Stage 5)

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

4.5.1   Final Data Conversion, if applicable

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

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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 Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I					I	A	C	I	I	I	I		R		
Provide final extract balancing Reports			I		I						A	C			R			I		
Convert and deliver final pass of data	A	I	I	R							I	I			I			C		
Validate final pass of data			I	C	C					I	A	C			R			C		
Load final conversion pass to Production environment			I		I					I	A	C	I		C			R		

4.5.2 Production Processing & Assistance

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

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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 Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.5.3 Transition to Tyler Support

Tyler Project Manager coordinates a call between the City and the Tyler Support team. During this call we will update the City on any new methods for contacting Support and document any outstanding issues that will need post-go live attention.

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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 Customization 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 transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.5.4   Control Point 5: Production Cutover Stage Acceptance

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

4.5.4.1   Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Tyler Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase
  - Acceptance criteria: Data is available in production environment
- Support transition documents
  - Objective: Define strategy for on-going Tyler support

- Scope: Define support strategy for day-to-day processing, conference call with City Project Manager and Tyler support team, define roles and responsibilities, define methods for contacting support

- Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.5.4.2   Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered

- Processing is being done in Tyler production

- Transition to Tyler support is completed

4.6   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 moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.6.1   Close Phase/Project

The City and Tyler Project Manager review the list of outstanding Project activities and develop a plan to address them.

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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 Customization 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		

4.6.2   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.

4.6.2.1   Phase/Project Closure Stage Acceptance Criteria

● Outstanding Phase or Project activities have been documented and assigned

5 ROLES AND RESPONSIBILITIES

5.1.1 Tyler Roles and Responsibilities

Tyler assigns Project Managers prior to the start of each Phase of the Project.   The Project Manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

5.1.1.1 Tyler Executive Management

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

- Authorizes required Project Resources

- Resolves all decisions and/or issues not resolved at the Implementation Management level as part of the escalation process

- Offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions

- Acts as the counterpart to the City's Executive Sponsor

5.1.1.2 Tyler Implementation Management

- Acts as the counterpart to the City Steering Committee.

- Assigns Tyler Project personnel

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

- Attends City Steering Committee meetings as necessary

- Provides support for the Project team

- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources

- Monitors Project progress including progress towards agreed upon goals and objectives

5.1.1.3 Tyler Project Manager

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

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)

- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Defines Project tasks and resource requirements
  - Develops initial and full scale Project schedule
  - Collaborates with City Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/Reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the Project
  - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - Sets a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the Project

5.1.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for onsite services performed by Tyler
- Provides conversion validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion validation) for Power Users and the City's designated trainers for End Users

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- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the Final Project Schedule

- Keeps Tyler Project Manager proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.1.5 Tyler Software Support

- Manages incoming customer issues via phone, email, and online customer incident portal

- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system

- Provides issue analysis and general product guidance

- Tracks issues and tickets to timely and effective resolution

- Identifies options for resolving reported issues

- Reports and escalates defects to Tyler Development

- Communicates with the City on the status and resolution of reported issues

5.1.2 City Roles and Responsibilities

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

5.1.2.1 City Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy

- Champions the Project at the executive level to secure buy-in

- Authorizes required Project Resources

- Resolves all decisions and/or issues not resolved at the City Steering Committee level as part of the escalation process

- Actively participates in Organizational Change Communications

5.1.2.2 City Steering Committee

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

- Attends all scheduled Steering Committee meetings

- Provides support for the Project team

- Assists with communicating key Project messages throughout the organization

- Prioritizes the Project within the organization

- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources

- Monitors Project progress including progress towards agreed upon goals and objectives

- Has the authority to approve or deny changes impacting the following areas:

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- Cost

- Scope

- Schedule

- Project Goals

- City Policies

5.1.2.3 City Project Manager

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

- Contract Management

  - Validates contract compliance throughout the Project

  - Ensures invoicing and Deliverables meet contract requirements

  - Acts as primary point of contact for all contract and invoicing questions

  - Signs off on contract milestone acknowlegment documents

  - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance

- Planning

  - Review and acknowledge Implementation Management Plan

  - Defines Project tasks and resource requirements for City Project team

  - Collaborates in the development of and approval of the Project Plan and Project schedule

  - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation

- Implementation Management

  - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establishe 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 establishe 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 to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project

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

- Team Management

  - Acts as liaison between Project Team and Stakeholders

  - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices

  - Provides direction and support to Project team

  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward

  - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist

  - Assesses team performance and takes corrective action, if needed

  - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution

  - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.1.2.4   City Functional Leads

- Makes business process change decisions under time sensitive conditions

- Communicates existing business processes and procedures to Tyler consultants

- Assists in identifying business process changes that may require escalation

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

- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions

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

- Completes performance tracking review with client Project team on End User competency on trained topics

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

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

- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager

- Prepares and Validates Forms

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

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- Task completion

- Stakeholder Presentation

- Implementation management plan development

- Schedule development

- Maintenance and monitoring of risk register

- Escalation of issues

- Communication with Tyler Project team

- Coordination of City resources

- Attendance at scheduled sessions

- Change Management activities

- Customization specification, demonstrations, testing and approval assistance

- Conversion Analysis and Verification Assistance

- Decentralized End User Training

- Process Testing

- User Acceptance Testing

5.1.2.5   City Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)

- Provide subject matter expertise on City business processes and requirements

- Act as Subject Matter Experts and attending 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 schedule

- Demonstrate competency with Tyler products processing prior to Production Cutover

- Provide knowledge transfer to City staff during and after implementation, as necessary

5.1.2.6   City End Users

- Attend all scheduled training sessions

- Become proficient in Application functions related to job duties

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- 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

5.1.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed

- Coordinates the copying of source databases to training/testing databases as needed for training days

- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project schedule

- 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 3rd party Data Exchanges.

- Develops or assists in creating Reports as needed

- Ensures onsite system hardware meets specifications provided by Tyler

- Assists with software deployment as needed

5.1.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps

- Becomes familiar with Tyler's releases and updates

- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process

- Assists with the Software Upgrade process, if required, during implementation

- Manages Software Upgrade activities post-implementation

- Manages Software Upgrade plan activities

- Coordinates Software Upgrade plan activities with City and Tyler resources

- Communicates changes affecting users and department stakeholders

- Obtains department stakeholder sign-offs to upgrade Production environment

5.1.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler Project Toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.

- Conducts training on proper use of toolsets

- Validates completion of required assignments using toolsets

5.1.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes

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- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 GLOSSARY

Word or Term	Definition
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 recurrently, 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.
Customization	Modification of software program package to provide individual customer requirements documented within the Scope of the Agreement.
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 customer (either internal or external) 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.

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Interface	A real-time or automated exchange of data between two systems.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Tyler Legacy System	The system from which a client is converting.
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 or different individual 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 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.
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.
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.
Software Upgrade	References the act of updating software files to a newer software release.
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.

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ATTACHMENT 3:

Sales Quotation

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Sales Quotation For
Nicholas Matsumoto
City of Goleta
130 Cremona Dr Ste B
Goleta , CA 93117-5514
Phone: +1 (805) 961-7500
Email: nmatsumoto@cityofgoleta.org

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode 10						
Misc. Accounts Receivable	$5,500	16	$2,000	$0	$7,500	$1,375
Other Software						
Output Director	$3,575	8	$1,000	$0	$4,575	$894
Sub-Total:	$9,075		$3,000	$0	$12,075	$2,269
TOTAL:	$9,075	24	$3,000	$0	$12,075	$2,269

Tyler Migration Services

Description	Investment
Content/ Document Mgt Migration Services	
Secure Signatures (includes 2 signatures)	
Standard Forms Package (Financials-4, Court-4, CRM-5, Logo-1)	
Incode 10 CIS Migration Services	$4,000
Cashiering	
Incode 10 Financial Migration Services	$14,400
Core Financials	
Positive Pay	
Project Accounting	
Purchasing	
Incode 10 Personnel Management Migration Services	$16,400
Employee Self Service (Employee Portal)	
ESS Time & Attendance (Number of FTE Employees)	
Personnel Management (Includes Position Budgeting)	
Sub-Total:	$34,800
TOTAL:	$34,800

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$2,500	$2,500	$0
TOTAL:			$2,500	$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$9,075	$2,269
Total Tyler Services	$5,500	$0
Total Migration Services	$34,800	
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	$49,375	$2,269
Contract Total	$51,644	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode 10				
General Ledger - Conversion			$1,750	$1,750
Accounts Payable Conversion			$2,000	$2,000
Personnel Management -Payroll Conversion			$2,250	$2,250
Less Discount:				$6,000
Total:				$0

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Implementation and Training can be done Remotely to save on travel expenses. If, Client would like onsite, onsite would consist of 2 trips. Estimated Travel Expenses: $3,589 plus 10% for processing fees.

Tyler will invoice Client for any Migration Fees (if applicable) listed above upon the go-live of each product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Core Financials includes general ledger, budget prep, bank recon, and accounts payable. Five (5) years plus the current year of historical data are included in the Migration Fees listed above.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.