

RESOLUTION NO. 2018-046

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A SOFTWARE AS A SERVICE AGREEMENT BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF HIALEAH TO PROVIDE PRODUCTS AND SERVICES, INCLUDING TYLER'S PROPRIETARY SOFTWARE PRODUCTS, IMPLEMENTATION SERVICES, MAINTENANCE AND TECHNICAL SUPPORT, AND OTHER ASSOCIATED PROFESSIONAL SERVICES; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE SOFTWARE AS A SERVICE AGREEMENT BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF HIALEAH, FLORIDA, FOR A TERM OF THREE YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO-YEARS TERM, IN THE AMOUNT OF \$320,979.00 FOR THE FIRST YEAR; AND \$86,304.00 AS A RECURRING FEE FOR EVERY YEAR THEREAFTER, PLUS ACTUAL TRAVEL EXPENSES, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City of Hialeah Code Section 2-818, if advantageous to the City, the City may utilize bids that have been awarded or under contract by other governmental agencies, in which case competitive bidding will not be required;

WHEREAS, the Village of Wellington issued a Request for Proposals No. 001-17/DZ Enterprise Resource Planning System on March 13, 2017 ("the RFP"), for the acquisition of a solution product to replace the Village's core functionality software, expand modules, and improve system interfaces integration among other services, and after evaluating the responders' qualifications and competitive proposals, awarded the contract to Tyler Technologies, Inc.;

WHEREAS, the City desires to utilize the Village of Wellington's contract with Tyler Technologies, Inc. , which was competitively procured through a process substantially similar as that set forth in Chapter 2, Article IV., entitled "Purchasing and Competitive Bidding" of the City of Hialeah Code of Ordinances, and it is advantageous and beneficial to the City of Hialeah and its residents;

WHEREAS, Tyler Technologies, Inc. has made representations to the City, and the City has relied on Tyler Technologies, Inc.'s representations about its experience, equipment,

manpower, capacity, permits and licenses to perform all services required under the Agreement;

WHEREAS, Tyler Technologies, Inc. has agreed to provide the City with Tyler's proprietary software products, implementation services, maintenance and technical support, and other associated professional services, pursuant to the terms and conditions set forth in the Agreement attached hereto and incorporated herein as Exhibit "1", whose terms and scope are substantially the same as those set forth by the Village of Wellington's RFP and subsequent agreement with Tyler Technologies, Inc.; and

WHEREAS, it is in the best interest of the City to enter into a Software as a Service Agreement with Tyler Technologies, Inc. to acquire the technology needed for a complete and efficient modernization of the Building and Code Compliance Department's system, currently a paper-based home-grown system, which will introduce a new level of flexibility, integration, productivity and efficiency in the daily functioning of the Building and Code Compliance Department, benefiting the community as a whole.

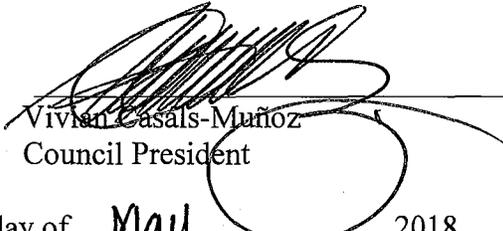
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves a Software as a Service Agreement between Tyler Technologies, Inc. and the City of Hialeah to provide products and services, including Tyler's proprietary software products, implementation services, maintenance and technical support, and other associated professional services; and further authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City to execute the Software as a Service Agreement between Tyler Technologies, Inc. and the City of Hialeah, Florida, for a term of three years, with an option to renew for an additional two-years term, in the amount of \$320,979.00 for the first year, and \$86,304.00 as a recurring fee for every year thereafter, plus actual travel expenses, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1".

Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 22 day of May, 2018.


Vivian Casals-Muñoz
Council President

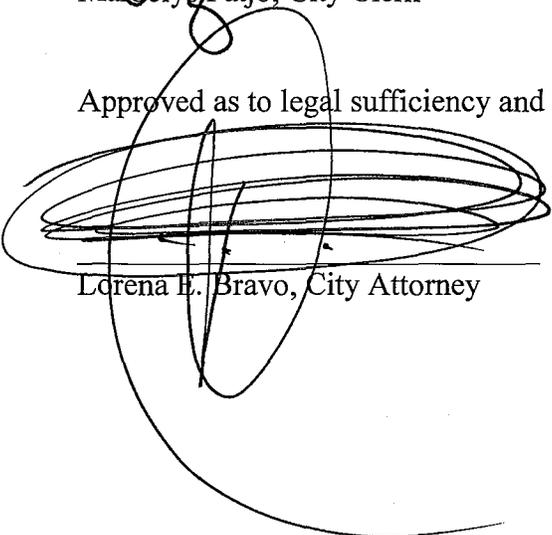
Attest:

Approved on this 24 day of May, 2018.


Maribel's Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Zogby, Lozano, Casáls-Munoz, Hernandez and Cuenfente voting "Yes" and Garcia-Martinez absent.



Quoted By: Garth Magness
 Date: 3/15/2018
 Quote Expiration: 5/15/2018
 Quote Name: City of Hialeah-LGD-EG-PLM SaaS
 Quote Number: 2017-39967
 Quote Description: EnerGov SaaS

Sales Quotation For

City of Hialeah
 501 Palm Ave
 Hialeah, FL 33010-4719
 Phone +1 (305) 883-5800

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Permitting & Land Management Suite (PLM)	\$164.00	34	\$66,912.00
Extensions:			
EnerGov Citizen Self Service - Permitting & Land Mgmt (PLM)	\$1,667.00	Site License	\$20,000.00
EnerGov e-Reviews	\$2,417.00	Site License	\$29,000.00
EnerGov IG Workforce Apps	\$49.00	15	\$8,820.00
EnerGov My GovPay	\$0.00	1	\$0.00
EnerGov Report Toolkit	\$0.00	1	\$0.00
EnerGov Standard Technical Support	\$0.00	1	\$0.00
EnerGov VirtualPay	\$0.00	1	\$0.00
Tyler GIS	\$0.00	1	\$0.00
Sub-Total:			\$124,732.00
<i>Less Discount:</i>			<i>\$38,428.00</i>
TOTAL:			\$86,304.00

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Configuration Services	810	\$175.00	\$141,750.00	\$0.00
EnerGov Fundamentals Training	40	\$175.00	\$7,000.00	\$0.00
EnerGov Onsite Training & Production Support Services	160	\$175.00	\$28,000.00	\$0.00
EnerGov Project Management Services	291	\$175.00	\$50,925.00	\$0.00
EnerGov System Admin Training	40	\$175.00	\$7,000.00	\$0.00
TOTAL:			\$234,675.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$86,304.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$234,675.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$234,675.00	\$86,304.00
Year One Contract Total	\$320,979.00	
Estimated Travel Expenses	\$27,200.00	

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

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

All primary values quoted in US Dollars

Comments

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov monthly fees are rounded, excluding cents.

Professional Services includes: 30 unique business transactions (workflows) and 120 hours of automation configuration.



SOFTWARE AS A SERVICE AGREEMENT

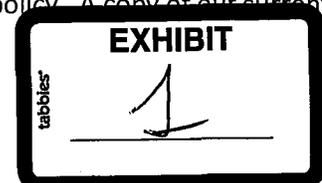
This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Hialeah, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, and, to the extent applicable, the Documentation. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Disaster"** means a condition, as determined by Tyler in its sole discretion that the primary datacenter is no longer able to be used. This declaration could be based on physical (flood, fire, etc..) or technical (virus, software failure within the infrastructure, etc.) conditions.
- **"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 products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Term Commencement Date”** means the first day of the month following the Effective Date.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

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

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement, including the section addressing Confidentiality.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. Functionality Replacement. For a period of ten (10) years from the Term Commencement Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.

7. Availability of SaaS Services. So long as Client continuously maintains this SaaS Agreement with Tyler, Tyler will make SaaS Services available for the Tyler Software licensed to the Client as of the Effective Date for ten (10) years from the Term Commencement Date.

8. SaaS Services.

8.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. The NDA referenced above will not contain any provision that requires a party to violate applicable public records laws.

- 8.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 8.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 8.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 8.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 8.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 8.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 8.8 We provide secure data transmission paths from each of your workstations to our servers.
- 8.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

8.10 Data Redundancy. Our current backup schedule for a SaaS client's Data is to retain daily backups for thirty (30) days, weekly backups for five (5) weeks, monthly backups for thirteen (13) months, and yearly backups for ninety-nine (99) years. Tyler reserves the right to change its backup schedule provided such change is at least as frequent as industry standard. We will make available to you a copy of your database on a monthly basis via Tyler's SFTP (secure FTP) server for you to pull to your local site.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. In the event the lives dates indicated in the mutually agreed project plan differ from the corresponding dates in the SOW, the parties shall amend the Agreement to align such dates in the SOW with the project plan.
2. Personnel. We warrant that we will maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. In the event Tyler personnel provide services not conforming to the services warranties in this Agreement, Tyler will be given a reasonable opportunity to correct the deficiency. The parties agree that a reasonable opportunity shall not exceed seven (7) days. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may provide written notice to Tyler, demanding that the Tyler personnel be removed. In such a case, Tyler will provide a replacement within a commercially reasonable time, not to exceed thirty (30) days or, in the event Tyler disagrees with the Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement.
3. Compliance with Rules and Regulations. We agree that all persons working for or on behalf of us whose duties bring them upon your premises shall obey the rules and regulations that are established by you and shall comply with the reasonable directions of your representatives. Any employee involved in egregious or unlawful misconduct while on Client premises shall be subject to immediate removal by the Client's Safety Officer or local law enforcement.
4. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. 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. The Investment Summary contains the total costs for Professional Services required to implement the Statement of Work. The services in the Investment Summary are reasonably sufficient to deliver the mutually agreed scope of the project as documented in this Agreement. If the services in the Investment Summary are not reasonably sufficient to deliver such scope of the project through no fault of Client, Tyler will perform such services as are reasonably necessary to complete the mutually agreed scope without additional cost to Client.
5. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including a not to exceed amount for programming and/or interfaces) 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 and payment terms 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. The Client is not responsible for any additional services performed outside the scope of services set forth in the Investment Summary without an agreed upon and executed written addendum or change order. We agree not to perform any work pursuant to a change order without your written authorization to proceed.

6. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, 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.
7. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
8. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
9. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. 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) provided such failure is not directly caused by the corresponding failure of Tyler's personnel to meet agreed project deadlines and milestones assigned to us.
10. Project Schedule. Within forty (45) days of each phase kick-off, we will deliver to you a detailed Project Plan that details both our and your responsibilities to accomplish the tasks set forth in the Statement of Work as well as the specific start and end dates for each activity. The Project Plan will be in sufficient detail to specify the installation, conversion, training, testing, acceptance, and live operation activities for each phase, including the planned phase go-live date. The parties understand and agree that the Project Plan(s) may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work. Both parties will make reasonable efforts to schedule project kickoff within sixty (60) days of the Effective Date.
11. Key Personnel. We will provide the Client with resumes of the Key Personnel assigned to Client by us within fifteen (30) days of the kick-off date of each project phase as identified in the Statement of Work. For purposes of this paragraph, Key Personnel shall be defined in the Statement of Work.
 - 11.1 Client acknowledges and agrees that our assignments are subject to its reasonable discretion. Client further agrees that it will not unreasonably request to change those assignments, in light of the proposed task and the complement of experience levels on the project team.

11.2 If we, in our sole discretion, agree to withdraw a proposed assignment based on the Client's request, we will resubmit a resume for the replacement candidate, which the Client may review within the same timeframes, and according to the same standards, set forth above.

11.3 In the event that the Client's review and approval process threatens to result in project delays, we will advise Client of such potential, and Client will grant us reasonable extensions in the project schedule to accommodate any such delay.

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

12 Subcontractor Coordination. Tyler will be the main point of contact for their assigned subcontractor activities throughout the project. Tyler will invoice the fees for any subcontractor software, maintenance, services and expenses.

13 Tyler Software Acceptance.

13.1 The Client will use a two-staged acceptance process for each Phase, as defined in the SOW. Upon verification by Tyler that the System, including the Tyler Software and any Third Party Products, will meet all requirements listed in Exhibit H for the respective Phase, Tyler shall provide notification to the Client that it can begin ~~testing~~ "pre-live testing."

13.1.1 For "pre-live testing" the Client shall have a minimum of forty-five (45) calendar days to test the System in a non-production environment for any Defects. If there are no Defects identified during pre-live testing, Client shall notify Tyler that "Conditional Acceptance" has been achieved. In the event the Client identifies any Defects, Client shall notify Tyler in writing. Tyler will correct the Defect(s) within fourteen (14) days or provide a mutually agreeable plan for future resolution of any Defect(s) and Client may repeat pre-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until Client's confirmation that Conditional Acceptance has been achieved or Tyler and the Client make a decision to move the system to a production environment.

13.2 Once the System has been moved and client begins using the System in a production environment, Client will begin "post-live testing."

13.2.1 Client will have a minimum of sixty (60) calendar days to test the System for any Defects in a live production environment.- During post-live testing, the Client will verify all Services have been completed, and confirm the Tyler Software and Third Party Products conform to the Documentation (the Project Requirements). If there are no Defects identified during **post-live** testing or any outstanding Project Requirements, Client shall issue "Final Acceptance." Upon "Final Acceptance" of the last Phase of the project, Client shall also grant "Project Closure." If Client determines there is a Defect or outstanding

Project Requirement, Client will notify Tyler in writing. Tyler will correct the Defect(s) and resolve outstanding issues within fourteen (14) days or provide a mutually agreeable plan for future resolution of any Defect(s) or Project Requirement. Upon resolution, Client may repeat the post-live testing for a mutually agreeable time period, not to exceed thirty (30) days. This procedure shall repeat until all Defects have been resolved and Project Requirements satisfied or the Client and Tyler, in their reasonable discretion, mutually agree to an alternative schedule for issue resolution and the Client issues Final Acceptance.

14 Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 14.1 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);
- 14.2 provide telephone support during our established support hours;
- 14.3 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;
- 14.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 14.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). 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 mutually determined that the reason onsite support was required was a reason outside our control. If the parties dispute as to whether the reason onsite support was required, the dispute shall be referred to the dispute resolution process of this Agreement. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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

you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

We acknowledge and agree that as of the Effective Date of this Agreement, no Third Party Products will be utilized to fulfil Tyler's obligations under this Agreement as more particularly described in the Scope of Work.

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with 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 SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) business days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for two (2) years, with any increase to the annual SaaS fees for such year to be no more than three percent (3%) over the annual SaaS Fees in effect at the end of the third year. This Agreement may be renewed annually thereafter upon mutual agreement of the parties. Client may indicate its agreement to a renewal term by payment of the applicable invoice issued by Tyler. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 For Convenience. You may terminate this Agreement for convenience after forty-five (45) days advance written notice.
 - 2.6 Transition Services. In the event of termination by either party, Client may request that Tyler provide reasonable transition services to assist with Client's migration to a new vendor of choice. The parties agree to work together in good faith to create a mutually agreeable scope for those services, to be provided at Tyler's then-current pricing. In no event shall Tyler be required to disclose any Tyler confidential information to any such new vendor but will reasonably cooperate in response to requests to provide information as such is commercially and reasonably available.
 - 2.7 Return of Licensee Data. In the event of termination or expiration of this Agreement, and upon

reasonable advance notice, Tyler shall promptly make all Client Data available to Client in ASCII or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Client Data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again seven (7) days after date of expiration or termination, as applicable.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will indemnify, hold harmless and defend you and your agents, officials, directors and employees against any third party claim(s) that the Tyler Software, or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense, 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 this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. 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, directors and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of a law applicable to our performance under this Agreement; or (c) our violation of the confidentiality obligations of 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.**
- 4.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), ONE AND A HALF (1.5) TIMES THE TOTAL FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. 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 G(1) AND G(2).
- 4.2 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CLIENT'S 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 OUR ACTUAL DIRECT DAMAGES FOR THE WORK PERFORMED AND/OR THE DELIVERABLES ACCEPTED BY THE CLIENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF THE CLIENT'S SOVEREIGN IMMUNITY IN TORT ACTIONS OR A WAIVER OF ANY PROVISIONS IN SECTION 768.28, FLORIDA STATUTES.
5. **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF AT ALL, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTIES 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 (inclusive of Cyber and Privacy 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 H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for thirty-six (36) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those thirty-six (36) 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 thirty-six (36) 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, if and only to the extent permitted by applicable law, 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. In the event of subcontracting, we shall assume sole responsibility for fulfillment of the terms and conditions of this Agreement, including but not limited to, the work of any subcontractors.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Tyler, its employees, subcontractors, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the Client. The Client shall have no obligation to pay or provide for Tyler's employees, agents, representatives, or subcontractors. Tyler's employees, agents, representatives, or subcontractors shall not attain any right or benefit under the civil service or pension ordinances of the Client, or any right or benefit generally afforded to classified or unclassified employees of the Client, such as pension benefits, worker's compensation, health insurance, unemployment benefits, or any other right or privilege granted to the Client's officers and employees. Tyler shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Tyler's activities and responsibilities hereunder. Tyler agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other businesses, that it makes its own investment in its

business, and that it will utilize a high level of skills necessary to perform the services included in this Agreement. This Agreement shall not be construed as creating a joint employment relationship between Tyler and the Client. Therefore, the Client shall not be liable for any obligation incurred by Tyler, including but not limited to, unpaid minimum wages and/or overtime premiums.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information (inclusive of Tyler Software and Documentation) 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 or orders governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event the Client knows or becomes aware that a local business license is required for us to perform services hereunder, the Client will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. We will comply with all applicable laws, ordinances, orders, decrees and regulations. Venue for any claims arising under this Agreement will be in the state or federal courts for Miami-Dade County, Florida. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of the Effective Date.

Should laws applicable to Tyler's performance under the Agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Record Keeping and Audit. Tyler agrees to provide access at all reasonable times to the Client, or to any of its duly authorized representatives, to any books, documents, papers, and records of Tyler which are directly pertinent to this Agreement, for the purposes of audit, examination, excerpts, and transcriptions. Tyler shall maintain and retain any and all of the books, documents, papers and records pertinent to this Agreement for three (3) years after the Client makes final payment and all other pending matters are closed. Tyler's failure to or refusal to comply with this condition shall result in the immediate termination of this Agreement by the Client.
23. Public's right to inspect Tyler's records: To the extent that Tyler and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Tyler shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including any applicable provisions in Section 119.0701, Florida Statutes. Tyler shall:
 - (a) Keep and maintain public records required by the Client to perform the services provided hereunder.
 - (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Tyler does not transfer the records to the Client.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of Tyler or keep and maintain public records required by the Client to perform the services pursuant to this Agreement. If Tyler transfers all public records to the Client upon completion of the Agreement, the Client shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tyler keeps and maintains public records upon completion of the Agreement, Tyler shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If Tyler fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If Tyler fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TYLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, TYLER SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL (CityClerk@hialeahfl.gov), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FLORIDA 33010).

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

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
Schedule 1: MyGovPay/VirtualPay and IVR
- Exhibit E Statement of Work
- Exhibit F Village of Wellington's Request for Proposal ("RFP") # 001-17/DZ for Enterprise Resource Planning System
- Exhibit G Tyler's Proposal, dated May 2, 2017, in response to the Village of Wellington's RFP

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

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of the
City of Hialeah

Marbelys Fatjo, City Clerk
(SEAL)

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Address for Notices:

City of Hialeah
501 Palm Avenue, 2nd Floor
Hialeah, Florida 33010
Attention: Alexis Riveron, Building Official

Authorized signature for

Tyler Technologies, Inc.

By: _____

Name: Abigail Diaz

Title: Chief Legal Officer

Date: _____

Address for Notices:

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



Exhibit A
Investment Summary

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

Tyler sales quotation follows this page.

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Exhibit B Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 *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. The foregoing notwithstanding, ten percent (10%) of the fees for the Implementation or Extended Analysis hours delivered, by phase, shall be retained until sixty (60) days following the live date for the phase as indicated in the SOW. In the event a live date from the SOW is delayed due to Tyler's failure to perform, the retainage payment due under this section may be delayed an amount of time equal to the delay so caused.
 - 2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *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.
 - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may

still report Defects to us as set forth in this Agreement.

2.7 *Other Fixed Price Services*: 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.

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

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

3. Third Party Products.

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

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

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

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. 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

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

III. Service Availability

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

a. Your Responsibilities

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

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

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

b. Our Responsibilities

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

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred. In the event the parties do not reach agreement as to the Downtime actually experienced, the parties will refer the dispute to the Dispute Resolution Process of this Agreement.

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

c. Client Relief

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

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

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

100%	99.00-99.99%	Remedial action will be taken.
100%	97.00-98.99%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	95.00-96.99%	5% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95.00%	10% credit of fee for affected calendar quarter will be posted to next billing cycle

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

IV. Applicability

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

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

V. Force Majeure

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



Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). 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.
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 – Schedule 1

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

“Merchant Agreement” means the agreement between Customer and Persolvent that provides for the Merchant Fees.

“Merchant Fees” means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

“MyGovPay” means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

“Persolvent” means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

“Use Fees” means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

“VirtualPay” means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

Statement of Work follows this page.

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Exhibit F

**Village of Wellington's Request for Proposal ("RFP") # 001-17/DZ for
Enterprise Resource Planning System**

Village of Wellington's Request for Proposal ("RFP") # 001-17/DZ for Enterprise Resource Planning System is incorporated herein by reference.

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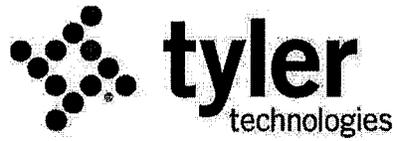


Exhibit G
Tyler's Proposal, dated May 2, 2017, in response to the Village of Wellington's RFP

Tyler's Proposal, dated May 2, 2017, in response to the Village of Wellington's RFP is incorporated herein by reference.

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Quoted By: Garth Magness
 Date: 3/15/2018
 Quote Expiration: 5/15/2018
 Quote Name: City of Hialeah-LGD-EG-PLM SaaS
 Quote Number: 2017-39967
 Quote Description: EnerGov SaaS

Sales Quotation For
 City of Hialeah
 501 Palm Ave
 Hialeah, FL 33010-4719
 Phone +1 (305) 883-5800

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Permitting & Land Management Suite (PLM)	\$164.00	34	\$66,912.00
Extensions:			
EnerGov Citizen Self Service - Permitting & Land Mgmt (PLM)	\$1,667.00	Site License	\$20,000.00
EnerGov IG Workforce Apps	\$49.00	15	\$8,820.00
EnerGov Report Toolkit	\$0.00	1	\$0.00
EnerGov VirtualPay	\$0.00	1	\$0.00

Sub-Total: \$124,732.00
 Less Discount: \$38,428.00
TOTAL: \$86,304.00

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Configuration Services	810	\$175.00	\$141,750.00	\$0.00
EnerGov Onsite Training & Production Support Services	160	\$175.00	\$28,000.00	\$0.00
EnerGov System Admin Training	40	\$175.00	\$7,000.00	\$0.00
TOTAL:			\$234,675.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$86,304.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$234,675.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$234,675.00	\$86,304.00
Year One Contract Total	\$320,979.00	
Estimated Travel Expenses	\$27,200.00	

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

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

All primary values quoted in US Dollars

2017-39967 - EnerGov Saas

CONFIDENTIAL

Comments

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov monthly fees are rounded, excluding cents.

Professional Services includes: 30 unique business transactions (workflows) and 120 hours of automation configuration.

Statement of Work

Enterprise Group, Tyler Technologies

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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 primary objective of this project is to provide the City of Hialeah (Building Department) with a modern, robust, state-of-the-art Permitting & Land Management application that will enable the City to better serve its staff and constituency through enhanced automation, access and efficiency.

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
EnerGov	Permitting & Land Management
EnerGov	Citizen Self Service (Citizen Access Portal)
EnerGov	eReviews
EnerGov	GIS
EnerGov	EnerGov iG Workforce Apps
EnerGov	Reporting Toolkit
EnerGov	MyGovPay
EnerGov	VirtuaPay

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

Tailored specifically for Tyler's Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City'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 collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. 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(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

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

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

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City 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 or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City and Tyler can 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 the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance 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 schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the needed data files from a static database for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data.

- 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.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

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

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments

- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

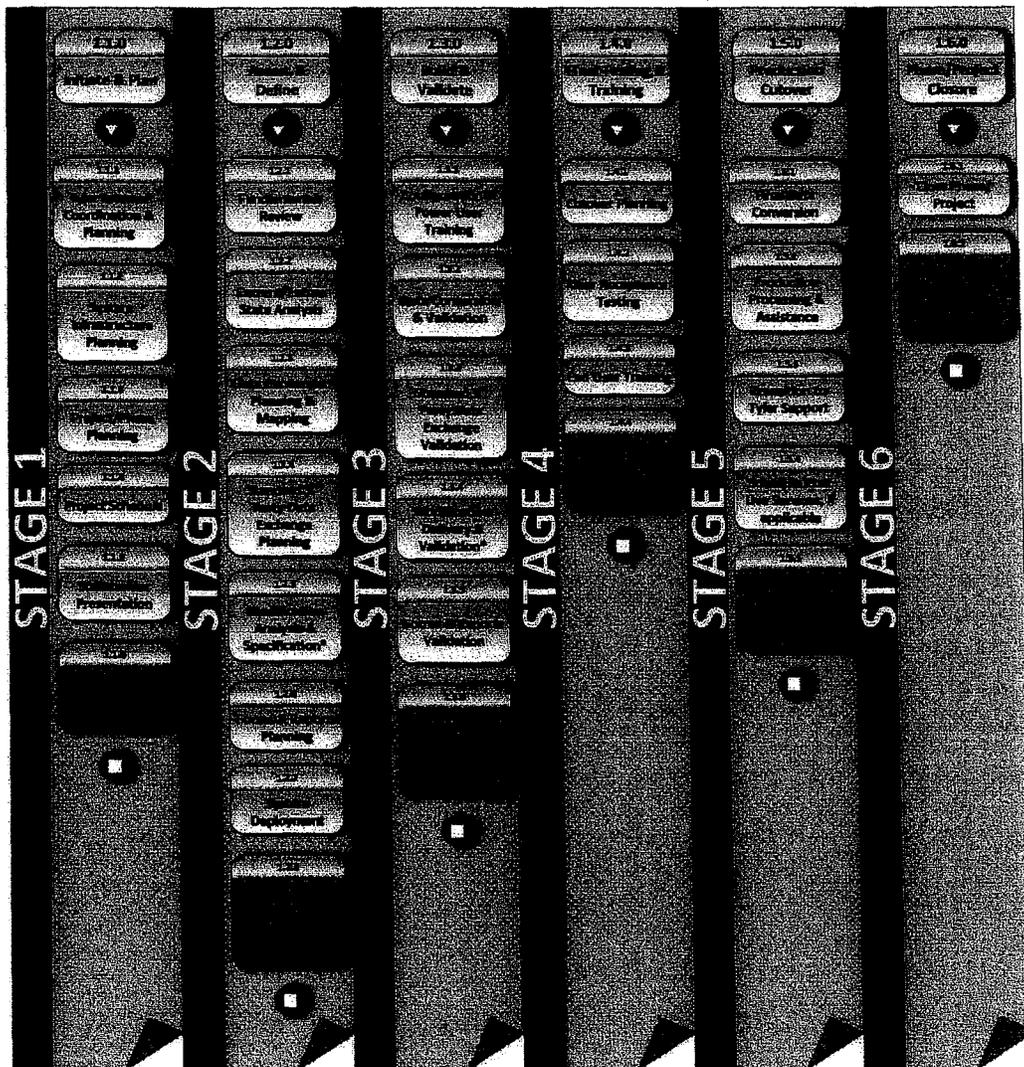
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - if included in project scope

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

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

TASKS		
Perform Project/Phase Planning		
Deliver implementation management plan		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

Implementation Management Plan

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

Project Plan/Schedule

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

Hardware Installed

System infrastructure audit complete and verified

Implementation Management Plan delivered

Project Plan/Schedule delivered; dates confirmed

Stakeholder Presentation complete

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

TASKS			
Review Standard or contracted Data Exchanges			
Define or confirm needed Data Exchanges			

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

Completed analysis Questionnaire

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

Data conversion summary and specification documents

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

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

4.3.8.2 Assess & Define Stage Acceptance Criteria

Tyler software is installed

Fundamentals review is complete

Required Form information complete and provided to Tyler

Current/Future state analysis completed; Questionnaires delivered and reviewed

Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

TASKS		
Perform configuration		
Power User process and Validation training		
Validate configuration		

4.4.2 Data Conversion & Validation

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

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

TASKS		
Write and run data conversion program against Client data		
Complete initial review of data errors		
Review data conversion and submit needed corrections		
Revise conversion program(s) to correct error(s)		

4.4.3 Standard 3rd Party Data Exchange Validation

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

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

TASKS		
Train Data Exchange(s) processing in Tyler software		
Coordinate 3 rd Party Data Exchange activities		
Test all Standard 3 rd party Data Exchange(s)		

4.4.5 Forms & Reports Validation

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

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

TASKS		
Standard Forms & Report Training		
Test Standard Forms & Reports		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

Initial data conversion

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

Data conversion verification document

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

Installation of Customizations on the City's server(s) *except for hosted Clients

- 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

4.4.6.2 Build & Validate Stage Acceptance Criteria

Application configuration completed

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

Data conversions (except final pass) delivered

Standard 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.

4.5.3 End User Training

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

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

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

TASKS		
Conduct user training sessions		
Conduct additional End User training sessions		

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

Production Cutover checklist

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

User Acceptance Test Plan

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

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

Production Cutover Checklist delivered and reviewed

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

4.6.3 Transition to Tyler Support

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

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

TASKS		
Develop internal support plan		
Conduct transfer to Support meeting		

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

Final data conversion, if applicable

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

Support transition documents

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

Final data conversion(s) delivered

Processing is being done in Tyler production

Transition to Tyler support is completed

Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

TASKS		
Review outstanding Project activities and develop action plan		
Review Project budget and status of contract Deliverables		

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

Phase/Project reconciliation report

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

Outstanding Phase or Project activities have been documented and assigned
Phase/final Project budget has been reconciled
Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

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

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Update and deliver Implementation Management Plan
 - Defines project tasks and resource requirements
 - Develops initial project schedule and full scale Project Plan

- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the project Plan 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
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

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

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

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

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

5.2 City Roles and Responsibilities

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

5.2.1 City Executive Sponsor

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

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

Authorizes required project resources

Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process

Actively participates in organizational change communications

5.2.2 City Steering Committee

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

Attends all scheduled steering committee meetings

Provides support for the project team

Assists with communicating key project messages throughout the organization

Prioritizes the project within the organization

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

Monitors project progress including progress towards agreed upon goals and objectives

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

- Cost
- Scope
- Schedule
- project Goals

- City Policies

5.2.3 City Project Manager

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

Contract Management

- Validates contract compliance throughout the project
- Ensures invoicing and Deliverables meet contract requirements
- Acts as primary point of contact for all contract and invoicing questions
- Signs off on contract milestone acknowledgment documents
- Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance

Planning

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

Implementation Management

- Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
- Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
- Collaborates with Tyler Project Manager(s) to 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 impact the outcomes of the project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members

Team Management

- Acts as liaison between project team and stakeholders
- Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
- Provides direction and support to project team

- Builds partnerships among the various stakeholders, negotiating authority to move the project forward
- Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
- Assesses team performance and takes corrective action, if needed
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
- Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

Makes business process change decisions under time sensitive conditions

Communicates existing business processes and procedures to Tyler consultants

Assists in identifying business process changes that may require escalation

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

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

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

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

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

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

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

Prepares and Validates Forms

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

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

5.2.5 City Power Users

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

Provide subject matter expertise on City business processes and requirements

Act as subject matter experts and attend current/future state and validation sessions as needed

Attend all scheduled training sessions

Participate in all required post-training processes as needed throughout project

- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

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

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 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

5.2.8 City Upgrade Coordinator

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

5.2.9 City project Toolset Coordinator

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

5.2.10 City Change Management Lead

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

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change 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.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
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.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
End User	The person for whom the software is designed to use on a day-to-day basis.

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.
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.
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.
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.
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.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.

7 Data Conversion Process for EnerGov Enterprise Server

7.1 Overview:

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

7.2 Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

7.3 Required Fields:

In the EnerGov software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the EnerGov db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the EnerGov db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the EnerGov configured values is not a requirement for fields intended for EnerGov drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate EnerGov value during conversion and collaborates with the client to validate the resulting mappings during the development phase of the conversion.

7.4 Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the client may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

7.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

On occasion, legacy systems contain special features for which EnerGov does not account in the EG_Template db. As a result, the need may arise to develop a custom solution to address special cases.

7.6 Contacts:

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

EnerGov stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

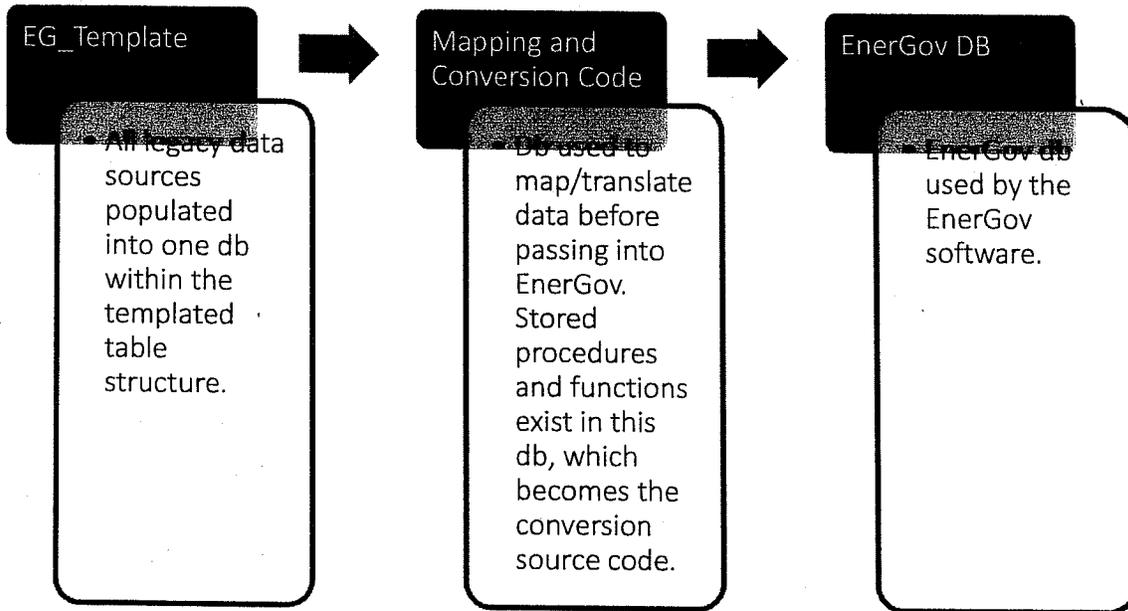
7.7 Multiple Legacy Data Sources:

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

7.8 Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the EnerGov db.



7.9 Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Initial meeting to discuss the project and the client's requirements.	Client	Initial meeting with the client to discuss the project and the client's requirements.
2			
3	Developing the project plan and the budget.	Client	Developing the project plan and the budget. The client will be asked to confirm the budget and the project plan.
4			
5	Developing the project plan and the budget.	Client	Developing the project plan and the budget. The client will be asked to confirm the budget and the project plan.
6			
7	Developing the project plan and the budget.	Client	Developing the project plan and the budget. The client will be asked to confirm the budget and the project plan.

7.10 Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1			
2			
3			

7.11 Data Import Areas:

7.12 Business and Professional Licensing

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

7.13 Code Case Management

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes

- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

7.14 Permitting

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

7.15 Plan Management

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees

- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

8 Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

8.1 Billable Hours and Expenses in Scope

- Project Management Services = 291 resource hours
- Configuration & Automation Services = 810 resource hours
- Fundamentals & System Administration Training = 80 SA/FT resource hours
- Training and Production Support = 160 EUT&PS resource hours
- Report Development Services = 0 Pack Dynamic Reports
- Data Conversion Services = none quoted
- Integration Services = none quoted

8.2 Business Scope (Transactions and Automation)

- 30 Unique Business Transaction Types (workflows)
- 15 IO/IAAs

8.3 “Business transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)
- Unique Fee assessment/configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case

8.4 “BMP Template transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

8.5 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

-
- **Alert**
 - Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).

- **Block with Override**
 - Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees

can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.

- **Filed Mapping**
- A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.

- **Required Step**
- A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.

8.6 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.7 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

8.8 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

8.9 Estimated Timeline

Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected to be 12 months assuming a continuous single project phase rollout.

9 Stage Acceptance Form

Control Point [X]: [Stage Name] Stage Acceptance

Date: _____

Client: _____

Client Project Manager: _____

Tyler Project Manager: _____

Project Phase: _____

This memo indicates that the following activities have been satisfactorily completed and that the client authorizes Tyler to proceed to stage [X], [Stage Name], as scheduled for this phase of the project.

[Completed deliverables itemized here]

Please return this sign off to your Project Manager. If we do not receive it within 5 business days, we will consider the sign off complete.

Client Project
Manager:

Date:

10 City of Sample - Change Order [X]

Tyler Technologies

Client:

[Redacted]

Client Project Manager:

Tyler Project Manager:

[Redacted]

PROPOSED CHANGE

Change Description

[Redacted]

IMPACT OF CHANGE

Schedule

[Redacted]

Resources

[Redacted]

Cost



ACCEPTANCE

NOTE: No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Date	Title	Approved By	Signature



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

TYLER TECHNOLOGIES, INC.

Filing Information

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Changed: 05/02/2013

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Title Director

POPE, DANIEL
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 PLANO, TX 75024

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Holt, Sandy
 5101 TENNYSON PARKWAY
 PLANO, TX 75024

Title Director of Tax, Asst. Treasurer, Asst. Secretary

Nelson, Leslee
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Title Director of SEC Reporting, Asst. Secretary

Roland, Dana
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Annual Reports

Report Year	Filed Date
2016	04/26/2016
2017	04/01/2017
2018	03/24/2018

Document Images

03/24/2018 -- ANNUAL REPORT	View image in PDF format
04/01/2017 -- ANNUAL REPORT	View image in PDF format
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01/26/2011 -- ANNUAL REPORT	View image in PDF format
04/05/2010 -- ANNUAL REPORT	View image in PDF format