MUNIS – 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 the City of Glendale, Arizona.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data for Tyler Content Manager identified in the Investment Summary, which shall not exceed 2 terabytes of Data at any time. Tyler will conduct periodic reviews of Client's use of the Data Storage Capacity and if such use exceeds 2 terabytes (or the then-current purchased amount), Tyler will provide additional data storage in increments of 200 gigabytes at a cost of $1,000 per year per 200 gigabytes. Tyler will not immediately suspend any SaaS Services under this Agreement due to Client exceeding its Data Storage Capacity without first attempting to resolve the dispute in accordance with Section H(3) of the Agreement. Other than the foregoing limitation, this Agreement sets no storage capacity limitations on the hosted applications.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal included in the Best and Final (BAFO) response to Attachment B from the City RFP, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in updated Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as set forth in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

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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 the party who fails to comply with its obligations as expressed by this Agreement.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as <u>Exhibit A</u>.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"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 <u>Exhibit C</u>.
- **"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 <u>Exhibit E</u>.
- **"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 <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Term Start Date"** means the first day of the first 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 hereto as Exhibit D by mutual agreement.
- **"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, authorized to do business in the State of Arizona.
- **"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. <u>Rights Granted</u>. 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 Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no physical 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. <u>SaaS Fees</u>. 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 Concurrent Users and amount of Data Storage Capacity. You may add additional Defined Concurrent Users or additional Data Storage Capacity upon the terms set forth in Section H(1).

3. <u>Ownership</u>. You retain all ownership and intellectual property rights to the Data. Certain Data provided by the City is considered confidential and may not be disclosed pursuant to State law. Disclosure of confidential data may be a breach to this Agreement and cause for its termination in accordance with its terms. We shall return to you all Client-owned or provided property and Data that is no longer needed to perform our obligations under the non-terminated portions of the Agreement within fifteen (15) days of the termination or expiration of this Agreement. We are responsible for and must account for all Client-owned or provided property and Data in the possession of Tyler, and we shall bear the risk of loss for such property and Data while in our sole possession. Client-owned or provided property and Data may only be used by us in connection with the performance of our obligations under the Agreement. We acknowledge that we have no implied license to use the Client-owned or provided property or Data other than for Client's benefit as contemplated under the Agreement.

4. 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.

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

6. <u>Disentanglement</u>. Upon termination or expiration of this Agreement, we will cooperate with you and any alternate service provider designated by you and otherwise promptly take all reasonable actions required to assist you in effecting a complete disentanglement. We will provide all information and assistance regarding the terminated services required for disentanglement, including data conversion, interface specifications, and related professional services. We will provide Data back to Customer in a standard Microsoft sql backup file at no cost. We will provide for the prompt and orderly conclusion of all work, as you may direct, including completion or partial completion of projects, documentation of all work in progress, and other measures to assure an orderly transition to you or your designee. All such activities and services relating to disentanglement (collectively "Disentanglement Services") will be billed to you on a time and materials basis in accordance with our then-current pricing. Disentanglement Services will include developing an orderly transition plan and giving you the right to obtain or continue to use any hardware or software, or obtain any third party contracts, to the extent reasonable. Notwithstanding the foregoing, you will not owe any charges for Disentanglement Services to the extent you terminated this agreement pursuant to Section F(2.2) (For Cause) or (2.5) (Conflict). Upon written authorization by you, we will destroy all Data, including Client Data stored on system backups, temporary files, or other storage media. Once the destruction of Data is complete, we will send notification to you that the Data has been destroyed and cannot be reproduced.

7. <u>Restrictions</u>. 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.

8. <u>Software Warranty</u>. 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, Tyler 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. Except for methods required for security purposes, as of the Effective Date, Tyler warrants that the Software will be free from any viruses, worms, disabling programming codes, instructions or other such items that may threaten, infect, damage, disable or otherwise interfere with the permitted use of the Software.

9. <u>Solution Longevity</u>. Provided adherence to the use and payment obligations in this Agreement, Tyler certifies that the Tyler Software listed in the Investment Summary will remain available and supported for a minimum of seven (7) years from the Effective Date.

10. <u>SaaS Services</u>.

10.1   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 this Agreement and upon your written request, we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the Agreement is in effect, Tyler shall notify City within 30 days if Tyler is non-compliant.

10.2   You will be hosted on shared hardware in a Tyler data center, but in a database dedicated solely for the City's data storage and use, which is inaccessible to our other customers.

10.3   We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of Force Majeure 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 or delayed. For the purposes of this Section 10.3 and Section 10.4, a "disaster" shall be that point at which Tyler abandons data restoration efforts in the hosting facility in which your data is located and commences data restoration efforts in an alternate hosting location.

10.4   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.

10.5   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 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. In the event we detect unauthorized access to your databases resulting from a breach or failure to follow security protocols, we will provide notice to you if and as required by applicable state data breach notification law (Ariz. Rev. Stat. § 18-545). In any event, we will reasonably cooperate with

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you in providing information to enable you to meet your obligations under applicable state data breach notification law. 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.

10.6   We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule at no cost to the City.

10.7   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 of our last performed non-client specific Disaster Recovery tests to you within a commercially reasonable timeframe after receipt of the request, not to exceed two (2) weeks' time, after receipt of the request.

10.8   We provide secure data transmission paths from each of your workstations to our servers.

10.9   For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. Tyler warrants that it will not knowingly assign employees to your project who would have access to Client Data if such employees have been convicted of data or identity theft or other crimes that would make them unfit to service the City as a client under this Agreement. 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.

SECTION C – OTHER PROFESSIONAL SERVICES

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

2. <u>Personnel Assignments and Changes</u>. After the Effective Date, and in coordination with the Project kick-off activities identified in the Statement of Work, we will make project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for our personnel that are allocated for potential onsite services on your project. You agree that those resumes are for your information and planning purposes only. Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove that staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. In the event our personnel is/are not providing services consistent with our services warranty, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that personnel, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience as the person being replaced. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, prior to rendering services, in accordance with contractual requirements.

3. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in accordance with this Agreement, including the Invoicing and Payment Policy in the amounts set forth in the Investment Summary. The amounts for professional services set forth in the Investment Summary shall not be exceeded without a duly executed written amendment to this Agreement, as further provided in Section C(3). 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.

4. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. Tyler certifies, that in its professional judgment, the services included in the Agreement are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement upon its execution, provided each party timely meets its obligations under the Agreement. If additional work (inclusive of software modifications) is required, or if you use or request additional services, we will provide you with a written quote and proposal for amending to this Agreement, including the costs for the additional work. The price quotes in the written proposal will be valid for thirty (30) days from the date of the quote. We acknowledge and agree that you may identify functionality that was not documented as a requirement in your RFP or addressed in our Proposal, and you may request that this functionality be provided during the implementation. There may be occasions when that functionality is easily delivered, and no cost will be associated.

5. <u>Cancellation</u>. 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 non-refundable expenses incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

6. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. The personnel we assign shall have the necessary skills, experience and knowledge to perform their assigned duties. In the event we provide services that do not conform to this warranty, we will re-perform or provide such remedial services as the parties may agree at no additional cost to you. Nothing in this provision shall be construed to prevent the City from pursuing remedies it otherwise has available at law.

7. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies in effect as of the Effective Date, and thereafter as mutually agreed to by you and us.

8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. Neither party not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).

9. 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing

and Payment Policy, but subject to Section E(2) below, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the current version and the immediately prior version);

9.2 provide telephone support during our established support hours;

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

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

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

9.6 Updates to Tyler software will only be applied upon the City's request and on a schedule mutually agreed upon by the parties, subject to Tyler's then-current release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Tyler will use all reasonable efforts to utilize SecureLink, the City's preferred third party secure unattended connectivity tool. In the event, additional tools such as Bomgar or GoToAssist are needed, Tyler will work with the City on a case-by-case basis. Therefore, you agree to maintain a high-speed internet connection capable of connecting us remotely to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes, but this recommendation is not a requirement imposed on the City under this Agreement.

Tyler's 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 Tyler's Support Call Process. Requested services such as those outlined in this section will only be provided after receiving your written authorization and would be billed to you on a time and materials basis as indicated in a written, signed amendment to this Agreement. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in this Agreement, including 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 dispute so that we can respond with either a justification of the invoice, an adjustment to the invoice, or a proposal to resolve the dispute. 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 resolve the dispute in accordance with this section or Section H(3) below, if and as applicable. 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. Tyler will continue to provide services while an invoice is in dispute and during any informal or formal dispute resolution process provided it is reasonable to do so under the circumstances.

    We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial Term of this Agreement is five (5) years. The Term shall begin on the first day of the month following the Effective Date, unless earlier terminated as set forth below, and expire on the 5-year anniversary of such date, unless extended and renewed by the mutual agreement of the parties. This Agreement may be extended and renewed for five (5) additional one (1) year renewal terms. The City will provide notice to Tyler in writing at least thirty (30) days prior to the end of the initial term or any subsequent renewal term of this Agreement of its intent to exercise any remaining renewal option and continue services, to the extent permitted by law. Unless the term is extended, the City's right to access or use the Tyler Software and the SaaS Services will terminate at the end of the then-current term period.

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 <u>Failure to Pay SaaS Fees</u>. 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.

    2.1.1   <u>For Cause</u>. The Client has the right to terminate this Agreement at any time if Tyler breaches any term or condition hereof. Prior to such termination becoming effective, the Client will provide Tyler a notice and a 30-day opportunity to cure the alleged breach. The Client may terminate the Agreement at the conclusion of the "cure" period by providing Tyler an additional notice, may extend the "cure" period, allowing Tyler additional time to return to compliance, or may invoke the Dispute Resolution clause set forth in Section H(3).

    2.1.2   <u>For Convenience</u>. The City has the right to terminate this Agreement at any time after the second anniversary of the Effective Date, without cause and without penalty, and even if Tyler does not breach any term or condition hereof.

2.2 <u>Force Majeure</u>. 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 subject to the provisions of H(10).

2.3 <u>Lack of Appropriations</u>. 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.

2.4 <u>Conflict</u>. You may cancel this Agreement in the event of a breach of the terms of A.R.S. § 38-511.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

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

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

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment

(or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (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 does not prevent the City from pursuing remedies it may otherwise have available at law.

2. <u>General Indemnification</u>.

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

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

3. **<u>DISCLAIMER</u>. 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. **<u>LIMITATION OF LIABILITY</u>. 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), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, 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).**

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

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability on an "occurrence" basis for bodily injury and property damage including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence, $2,000,000 Aggregate.; (b) Automobile Liability covering any auto (Code 1), hired autos, (Code 8) and non-owned autos (Code 9), with limit

no less than $1,000,000 per accident for bodily injury and property damage; (c) Professional Liability of at least $3,000,000 per occurrence or claim. Policy shall include cyber liability with individual and privacy notification costs, regulatory defense and penalties, cyber extortion and data protection loss. The minimum limit for individual notification costs shall not be less than $2,000,000 per occurrence or claim. If policy is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (d) Workers Compensation per Arizona statutory requirements and Employer's Liability with limits no less than $1,000,000 per accident for bodily injury or disease; and (e) Excess/Umbrella Liability policy of at least $5,000,000. The Client, its officers, officials, employees, and volunteers are to be named as additional insureds on the CGL policy and Auto policy, which will automatically add you as an additional insured to Tyler's Excess/Umbrella liability policy. Tyler will provide the City with copies of certificates of insurance prior to the commencement of any work. Failure to provide the required documents shall not waive Tyler's obligation to provide them.

If Tyler maintains higher limits than the minimums shown above, the Client requires and shall be entitled to coverage for the higher limits maintained by Tyler.

Tyler shall provide notice to Client within thirty (30) days of cancelation or non-renewal of any coverage set forth above.

Insurance for professional liability shall be maintained **for at least two (2) years after completion of the contract work**.

WAIVER OF SUBROGATION

Tyler hereby grants to Client a waiver of any right to subrogation for CGL and Auto coverage under this Agreement and Worker' Compensation coverage under this Agreement which any insurer of Tyler may acquire against the Client by virtue of the payment of any loss under such insurance. Tyler agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurers must be authorized to conduct business in the State of Arizona as authorized by the Department of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

Verification of Coverage

Tyler shall furnish the Client with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Client's contact before work commences. *DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.* Failure to obtain the required documents prior to the work beginning shall not waive Tyler's obligation to provide them.

Subcontractors

Tyler shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

The parties hereto reserve the right to modify these requirements, including limits, based on the

nature of the risk, prior experience, insurer, coverage, or other special circumstances, in a subsequent written and signed amendment to this Agreement.

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 twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, 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. In accordance with Sections B(2) and C(2), without limitation, the prices set forth in Exhibit A are agreed upon for the scope of software and services set forth herein. We will not increase without mutual written agreement of the parties.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.

3. Dispute Resolution. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
   3.1 Application. The provisions of this section will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement, including any disputes regarding payment and any alleged breaches of this Agreement.
   3.2 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party within thirty (30) days of becoming aware of such Dispute.
   3.3 Informal Resolution. When a Dispute notice is given, each party will designate a member of its senior management who will be authorized to expeditiously resolve the Dispute.
      i.   The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

      ii.   The parties' senior managers will meet within 15 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

      ii.   The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

   3.4 If the parties are unable to resolve the Dispute by negotiation within 60 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, either party may assert whatever rights, claims, remedies or defenses it has in a court of competent jurisdiction in the State of Arizona.
   3.5 Costs. The non-prevailing party, will pay all of the prevailing party's costs and expenses, including reasonable attorney's fees and court costs, if so ordered by a Court of competent jurisdiction or required by applicable law.
   3.6 Unless otherwise agreed to in writing, Tyler must continue to perform and maintain progress of required Services during any Dispute resolution process or court proceedings, and City will continue to make payment to Tyler in accordance with this Agreement for any matters not in dispute.

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. <u>Nondiscrimination</u>. 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. <u>E-Verify</u>. 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. To the extent applicable under A.R.S. § 41-4401, we will comply with the E-Verify requirements under A.R.S. § 23-214(A) and will reasonably cooperate to provide evidence of compliance therewith.

7. <u>No Boycott of Israel</u>. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in §A.R.S. 34-393.

8. <u>Subcontractors</u>. We will not subcontract any services under this Agreement.

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

10. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event including a reasonable amount of time required to address issues stemming from the Force Majeure event and reasonable time required for the restoration of normal business activities.

11. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

12. <u>Entire Agreement; Amendment</u>. This Agreement and all associated Exhibits represent 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. This Agreement incorporates the following attachments in descending order of constructive precedence: (1) this Agreement, (2) Tyler's Proposal and Best and Final Offer, attached hereto as Exhibit F, and (3) the City's RFP 17-05 Requirements attached hereto as Exhibit G. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

13. 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.

14. 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.

15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

17. Confidentiality. Both parties recognize that their respective employees, officers, elected officials, and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

   (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees, officers, elected officials, or agents;
   (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
   (c) a party receives from a third party who has a right to disclose it to the receiving party; or
   (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. <u>Business License</u>. We recognize and agree that we have the obligation to obtain necessary local business licenses in accordance with relevant law. The City has no obligation to approve or assist in the preparation of any such application for a license and cannot and will not provide Tyler with legal advice regarding any relevant permitting process.

19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the state of Arizona, without regard to its rules on conflicts of law.

20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Tyler's Proposal and Best and Final Offer to RFP 17-05
Exhibit G	Glendale, AZ RFP 17-05 Requirements

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

Tyler Technologies, Inc.	City of Glendale, Arizona
By:_____	By:_____
Name:_ Christopher P. Hepburn_____	Name:_____
Title:___ President, ERP & School Division_____	Title:_____
Date:__ June 2, 2017_____	Date:_____

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

Address for Notices:
 City of Glendale, Arizona
 5850 W Glendale Avenue, Suite 317
 Glendale, AZ 85301
 Attn: Connie Schneider, C.P.M.

 Copy to:
 City of Glendale, Arizona
 5850 W Glendale Avenue
 Glendale, AZ 85301
 Attention: Glendale City Attorney

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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.

[Remainder of Page Intentionally Blank]

tyler technologies

Sales Quotation For

City of Glendale

5800 W Glenn DriveSuite 140

Glendale, Arizona 85301

Phone (877) 800-2601

Quoted By:	Jennifer Wahlbrink
Date:	3/23/2017
Quote Expiration:	9/18/2017
Quote Name:	City of Glendale, AZ-ERP-Munis
Quote Number:	2017-27398
Quote Description:	3-22-17

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Days	Impl. Cost	Data Conversion
Financial:					
Accounting/GL/BG/AP	5	$188,496.00	83	$105,825.00	$29,500.00
Bid Management	5	$22,176.00	15	$19,125.00	$0.00
Capital Assets	5	$47,309.00	23	$29,325.00	$8,500.00
Contract Management	5	$21,085.00	15	$19,125.00	$0.00
Employee Expense Reimbursement	5	$17,741.00	15	$19,125.00	$0.00
Project & Grant Accounting	5	$29,568.00	14	$17,850.00	$0.00
Purchasing	5	$82,931.00	63	$80,325.00	$0.00
Human Capital Management:					
Human Resources & Talent Management	5	$19,606.00	20	$25,500.00	$0.00
Payroll w/ESS	5	$58,854.00	45	$57,375.00	$34,000.00
Recruiting	5	$10,208.00	6	$7,650.00	$0.00
Risk Management	5	$30,976.00	14	$17,850.00	$0.00
Revenue:					
Accounts Receivable	5	$41,184.00	35	$44,625.00	$0.00

SaaS

Description	# Years	Annual Fee	Impl. Days	One Time Fees Impl. Cost	Data Conversion
General Billing	5	$19,360.00	21	$26,775.00	$8,800.00
Productivity:					
eProcurement	5	$32,525.00	1	$1,275.00	$0.00
Munis Analytics & Reporting (SaaS)	5	$101,520.00	33	$42,075.00	$0.00
Tyler Content Manager SE	5	$52,800.00	13	$16,575.00	$0.00
Tyler Forms Processing	5	$14,040.00	0	$0.00	$0.00
Additional:					
CAFR Statement Builder	5	$24,640.00	5	$6,375.00	$0.00
ExecuTime Advanced Scheduling	5	$26,043.00	0	$0.00	$0.00
ExecuTime Advanced Scheduling Mobiles	5	$1,568.00	0	$0.00	$0.00
ExecuTime Telestaff Interface	5	$2,131.00	0	$0.00	$0.00
ExecuTime Time & Attendance	5	$27,698.00	0	$0.00	$0.00
ExecuTime Time & Attendance Import	5	$1,771.00	0	$0.00	$0.00
ExecuTime Time & Attendance Mobiles	5	$1,991.00	0	$0.00	$0.00
Sub-Total:		$876,221.00		$536,775.00	$80,800.00
Less Discount:		*$48,901.00*		*$0.00*	*$0.00*
TOTAL:		**$827,320.00**	421	**$536,775.00**	**$80,800.00**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
5yr Closed Purchase Order History	$0.00	0	$0.00	$0.00	$6,075.00	$0.00
Detailed GL History Conversion	$0.00	0	$0.00	$0.00	$30,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$0.00**	**$36,075.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	24	$7,500.00	$0.00	$180,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
ExecuTime Advanced Scheduling Implementation	14	$1,275.00	$0.00	$17,850.00
ExecuTime Time & Attendance Implementation	26	$1,275.00	$0.00	$33,150.00
P-Card Import Format	1	$5,500.00	$0.00	$5,500.00
Post Live Implementation Days	40	$1,275.00	$0.00	$51,000.00
Project Planning Services	1	$16,000.00	$0.00	$16,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Financial	1	$3,400.00	$0.00	$3,400.00
Tyler Forms Library - General Billing	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Payroll	1	$2,000.00	$0.00	$2,000.00
Tyler Forms Library - Personnel Action	1	$1,800.00	$0.00	$1,800.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
VPN Device	1	$4,000.00	$0.00	$4,000.00
TOTAL:				**$327,200.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$1,650.00*			*$0.00*
TOTAL:				**$1,650.00**			**$0.00**

Summary

	One Time Fees	Recurring Fees
Total SaaS	$0.00	$827,320.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$980,850.00	$0.00
Total 3rd Party Hardware, Software and Services	$1,650.00	$0.00

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Summary	One Time Fees	Recurring Fees
Summary Total	$982,500.00	$827,320.00
Contract Total (Excluding Estimated Travel Expenses)	$5,119,100.00	
Estimated Travel Expenses	$274,500.00	

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Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
5yr Closed Purchase Order History	$6,075.00	$0.00	$6,075.00
Accounting - Actuals	$7,050.00	$0.00	$7,050.00
Accounting - Budgets	$7,050.00	$0.00	$7,050.00
Accounting Standard COA	$4,000.00	$0.00	$4,000.00
Accounts Payable - Checks	$3,400.00	$0.00	$3,400.00
Accounts Payable - Invoice	$5,000.00	$0.00	$5,000.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Capital Assets - History	$3,500.00	$0.00	$3,500.00
Capital Assets Std Master	$5,000.00	$0.00	$5,000.00
Detailed GL History Conversion	$30,000.00	$0.00	$30,000.00
General Billing - Bills	$6,000.00	$0.00	$6,000.00
General Billing Std CID	$2,800.00	$0.00	$2,800.00
Payroll - Accrual Balances	$3,000.00	$0.00	$3,000.00
Payroll - Accumulators	$2,300.00	$0.00	$2,300.00
Payroll - Certifications	$3,000.00	$0.00	$3,000.00
Payroll - Check History	$2,800.00	$0.00	$2,800.00
Payroll - Deductions	$3,200.00	$0.00	$3,200.00
Payroll - Earning/Deduction Hist	$4,500.00	$0.00	$4,500.00
Payroll - Education	$3,000.00	$0.00	$3,000.00
Payroll - PM Action History	$3,000.00	$0.00	$3,000.00
Payroll - Position Control	$3,000.00	$0.00	$3,000.00
Payroll - Standard	$3,200.00	$0.00	$3,200.00
Payroll - State Retirement Tables	$3,000.00	$0.00	$3,000.00

TOTAL: **$116,875.00**

Optional SaaS

Description	# Years	Annual Fee	Impl. Days	One Time Fees Impl. Cost	Data Conversion
Financial:					
BMI Asset Track Interface	5	$4,083.00	10	$12,750.00	$0.00
BMI CollectIT Interface	5	$4,083.00	10	$12,750.00	$0.00
Cash Management	5	$34,144.00	16	$20,400.00	$0.00
Inventory	5	$47,309.00	23	$29,325.00	$5,000.00
Performance Based Budgeting	5	$62,832.00	32	$40,800.00	$0.00
Revenue:					
Tyler Cashiering	5	$54,208.00	13	$16,575.00	$0.00
Productivity:					
Transparency Portal	5	$17,000.00	0	$0.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	5	$3,520.00	2	$2,550.00	$0.00
Tyler Content Manager Self-Service (SE)	5	$7,040.00	3	$3,825.00	$0.00
Additional:					
Payroll Tax Table Updates	5	$1,000.00	0	$0.00	$0.00
TOTAL:		**$235,219.00**	**109**	**$138,975.00**	**$5,000.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	24	$12,000.00	$0.00	$288,000.00
Dedicated Full Time Project Manager (Monthly)	24	$20,750.00	$0.00	$498,000.00
TOTAL:				**$786,000.00**

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Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory Std Master	$5,000.00	$0.00	$5,000.00
TOTAL:			**$5,000.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	$230.00	$0.00	$230.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	1	$385.00	$0.00	$385.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	1	$25.00	$0.00	$25.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	1	$62.00	$0.00	$62.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	1	$1,600.00	$0.00	$1,600.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$2,302.00*			*$0.00*
TOTAL:				**$2,302.00**			**$0.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

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

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

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

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

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

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

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

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

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

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

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

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

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

Comments

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

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

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Munis SaaS fees are based on 155 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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

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

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 an annual basis for the first year, beginning on the commencement date of the term as defined in Section F(2) Your annual SaaS fees for the first five (5) years of the Agreement are as follows:
   - Year 1: $143,248
   - Year 2: $998,338
   - Year 3: $998,338
   - Year 4: $998,338
   - Year 5: $998,338

   SaaS fees shall be invoiced in advance, on an annual basis. For year 6, Tyler will limit the increase to the annual SaaS Fees payable to five percent (5%) over the annual SaaS Fees for each Tyler Software module as stated in Exhibit A (the Investment Summary). Tyler will not increase the annual SaaS Fees payable for years 7 and 8. Rates in effect after year 8 shall be Tyler's then-current rates unless otherwise agreed.

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 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, less a 10% retention which will be invoiced upon final acceptance of each stage as set forth in the Statement of Work, at the rates set forth in the Investment Summary and in accordance with Section C of the Agreement.
   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.4 *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. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually

provided by Tyler.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications (which may include custom interfaces, too) to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon acceptance of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (45) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 45-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually provided by Tyler.

2.6 *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.

2.7 *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. Tyler will reasonably cooperate in using local resources provided such cooperation permits Tyler to comply with our Business Travel Policy.

Payment. Payment for undisputed invoices is due within thirty (30) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

    A. Reservations & Tickets

    The maximum amount the city will only pay or reimburse for airfare will be for the reasonable cost of a round-trip, coach ticket from Phoenix to the airport nearest the business destination.

    i. If a traveler travels to or from an airport other than Phoenix, the actual cost of such airfare may be paid or reimbursed up to the cost of the similar ticket to or from Phoenix.

    ii. If a traveler travels to or from an airport other than the one nearest the business destination, the actual cost of such airfare may be paid or reimbursed, up to the cost of the similar ticket to or from the nearest business destination.

    B. Baggage Fees

    The city will reimburse for the cost of one checked bag.

    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 reimbursed based on the most direct route from the point of departure to the point destination and return in compliance with IRS regulations. The cost of travel between a personal residence and the normal place of work is not reimbursable regardless of the distance.

    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; 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

It is suggested that travelers make arrangements to stay at a hotel that is close to the business meeting or training facility.

The City will reimburse travelers for actual expenses up to 100% of the lodging rate for the destination city, as referenced on the US Government General Services Administration (GSA) website for domestic lodging.

In situations where a lodging rate exceeds the GSA lodging rate for the destination city, the traveler must obtain pre-approval from the City, which such approval shall not be unreasonably withheld. Except in situations where the City has requested specific travel dates, if the traveler does not obtain prior approval, the City may deduct the overage from the reimbursement request.

Lodging arrangements must be made at the standard, single occupancy, non-deluxe accommodation rate for the traveler only. If the traveler has secured accommodations other than previously stated, it is the traveler's responsibility to find out the single, standard, non-deluxe rate and provide a written explanation for the difference. In no event will the city reimburse or pay for any exceeding difference in the room rate. Expenses for personal or vacation time used before or after necessary city business are also non-allowable expenses (e.g., room expenses for arriving a day early for personal reasons are not reimbursable.)

Travelers who have guests stay in the hotel will be responsible for paying any difference in the room rate. No expenses of any kind will be reimbursed for the guest.

Expenses will be allowed for other lodging charges appropriate to the purpose of the trip (e.g., internet connection).

Detailed receipts for the all lodging charges must be provided to obtain reimbursement and to provide documentation of the number of days attended at an event.

"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.

4. Meals and Incidental Expenses

    Employee meals and incidental expenses while on travel status 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.

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.

    <u>Departure Day</u>

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

    <u>Return Day</u>

    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.

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 billing cycle, 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 billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure. For the sake of clarity, nothing in this Exhibit C is intended to, nor does it, conflict or supersede the rights, obligations, or remedies available to the parties under Section F(2.3) of the Agreement.

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 it has met those goals by tracking Attainment.

    a.   Your Responsibilities

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

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

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

    b.   Our Responsibilities

When our support team receives a call from you that a 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 a Downtime for which we were responsible indeed occurred.

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

c.   Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA during a time period will not exceed 5% of the SaaS Fees payable during such period. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

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

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle 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
We provide 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. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe 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. 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. 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. 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
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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

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

1. LICENSE TERMS

1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.

1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

    A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

    B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

    C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. **UPDATES, MAINTENANCE AND SUPPORT**

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

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8. **GENERAL PROVISIONS**

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

Exhibit E
Statement of Work

See following pages.

Exhibit F
Tyler's Proposal and Best and Final Offer to RFP 17-05

Incorporated by reference.

Exhibit G
Glendale, AZ RFP 17-05 Requirements

Incorporated by reference.

Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

City of Glendale

5850 W Glendale Ave, Glendale, AZ 85301

Prepared by:

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Table of Contents

1   Executive Summary

1.1   Project Overview

The Statement of Work (SOW) documents the Project Scope, Methodology, Roles and Responsibilities, Implementation Stages, and Deliverables for the implementation of Tyler products.

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

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

1.2   Project Timeline

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

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Financials**	- Accounting General Ledger - Project & Grant Accounting - Budgeting - Purchasing - eProcurement - Bid Management - Contract Management - Accounts Payable - Accounts Receivable - General Billing - Capital Assets - CAFR Statement Builder	July 2017	July 2018 *
	System Wide	- Munis Analytics & Reporting - Tyler Reporting Services - Role Tailored Dashboard - Munis Office - Tyler Forms Processing - Tyler Content Manager SE		

Phase	Functional Areas	Modules	Start Date	Go-Live Date
2	**Core Human Resources / Payroll**	• Payroll w/Employee Self Service • HR & Talent Management • Recruiting • Risk Management • Employee Expense Reimbursement • ExecuTime Advance Scheduling • ExecuTime Advance Scheduling Mobiles • Executime Telestaff Interface • ExecuTime Time & Attendance • ExecuTime Time & Attendance Import • Time & Attendance Mobiles	January 2018	January 2019

*Dependent upon not utilizing Detailed GL History Conversion

1.3 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 Glendale's complexity, and organizational needs.

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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 Glendale 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 Glendale steering committee become the escalation points to triage responses prior to escalation to Glendale 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. Glendale and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

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

2.1.1 Client project Manager

Glendale'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. Glendale Project Manager(s) will be responsible for reporting to Glendale steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

Glendale 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 Glendale Project Manager(s) and the Project as a whole and through participation in regular internal meetings, Glendale steering committee remains updated on all project progress, project decisions, and achievement of project milestones. Glendale steering committee also provides support to Glendale Project Manager(s) by communicating the importance of the Project to all impacted departments. Glendale 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. Glendale steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

Glendale'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 Glendale steering committee, Project Manager(s), and functional leads to make critical business decisions for Glendale.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with Glendale. The Tyler Project Manager(s) provide regular updates to Glendale'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 Glendale 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 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:

- Glendale shall have ten (10) 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 Glendale does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If Glendale does not agree the particular Deliverable or Control Point meets requirements, Glendale shall notify Tyler Project Manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Glendale shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Glendale does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been executed.
- Glendale and Tyler have the ability to allocate additional internal resources if needed. Glendale also ensures the alignment of their budget and Scope expectations.
- Glendale 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 Glendale provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to Glendale Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions. Prerequisites that require greater than ten (10) business days will be included within the Project Plan.
- Tyler provides notice of any prerequisites to Glendale Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- City of Glendale users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for all configuration and processing options available within the Tyler software and the factors to be considered when deciding among options. Glendale is responsible for making decisions based on the options available.
- In the event Glendale may elect to add and/or modify current business policies during the course of this project, such policy changes are solely Glendale's responsibility to define, document, and implement.
- Glendale makes timely project related decisions according to dates defined in the Project Plan in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the proposed services (within the investment summary) out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- Glendale will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Data Conversion

- Glendale is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout. Each pass will include all data submitted by the City.

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- Glendale 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, Glendale 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 Glendale to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- The Tyler Implementation Programmers are offsite resources responsible for:
  o Validating customer data files are readable
  o **Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.**
  o **Providing custom conversion packages to be loaded into Tyler's system via SaaS.**
  o **Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.**
  o **Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered**
-

3.3   Data Exchanges, Modifications, Forms and Reports

- Glendale ensures the 3rd party data received is in the format prescribed by Tyler as the correct format to achieve the functionality of the interface or report..
- 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.
- Glendale 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, and not required to meet the functionality as included in the Tyler proposal, are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4   Hardware and Software

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

3.5 Education

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

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4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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

STAGE 1

1.1.0 — Initiate & Plan

- **1.1.1** Tyler Internal Coordination & Planning
- **1.1.2** System Infrastructure Planning
- **1.1.3** Project/Phase Planning
- **1.1.4** Project Schedule
- **1.1.5** Stakeholder Presentation
- **1.1.6** CONTROL POINT 1: Initiate & Plan Stage Acceptance

STAGE 2

1.2.0 — Assess & Define

- **1.2.1** Fundamentals Review
- **1.2.2** Current/Future State Analysis
- **1.2.3** Data Conversion Planning & Mapping
- **1.2.4** Standard 3rd Party Data Exchange Planning
- **1.2.5** Modification Analysis & Specification*
- **1.2.6** Forms & Reports Planning
- **1.2.7** System Deployment
- **1.2.8** CONTROL POINT 2: Assess & Define Stage Acceptance

STAGE 3

1.3.0 — Build & Validate

- **1.3.1** Configuration & Power User Training
- **1.3.2** Data Conversion & Validation
- **1.3.3** Standard 3rd Party Data Exchange Validation
- **1.3.4** Modification Delivery & Validation*
- **1.3.5** Forms & Reports Validation
- **1.3.6** CONTROL POINT 3: Build & Validate Stage Acceptance

STAGE 4

1.4.0 — Final Testing & Training

- **1.4.1** Cutover Planning
- **1.4.2** User Acceptance Testing
- **1.4.3** End User Training
- **1.4.4** CONTROL POINT 4: Final Training & Testing Stage Acceptance

STAGE 5

1.5.0 — Production Cutover

- **1.5.1** Final Data Conversion
- **1.5.2** Production Processing & Assistance
- **1.5.3** Transition to Tyler Support
- **1.5.4** Schedule Post Live Services, if applicable
- **1.5.5** CONTROL POINT 5: Production Cutover Stage Acceptance

STAGE 6

1.6.0 — Phase/Project Closure

- **1.6.1** Close Phase/Project
- **1.6.2** CONTROL POINT 6: Phase/Project Closure Stage Acceptance

* - If included in project scope

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4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

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4.2.2   System Infrastructure Planning

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

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

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

4.2.3 Project/Phase Planning

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

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

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan (Scope/SOW, Communication, Quality, Resource, Risk)		A	R									C	C	I						
City Acceptance of Plan		I	I							A	R	C	C	C	I					

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4.2.4 Project Schedule

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

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

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase. Phase 2 Project Plan will be initiated 120 days prior to the start of the phase and completed 90 days prior to the start of the phase.		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule		C								I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

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4.2.5 Stakeholder Presentation

City of Glendale stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

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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

  o Objective: Update and deliver baseline management plans to reflect the approach to Glendale's Project.
  o 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.
  o Acceptance criteria: City of Glendale reviews and accepts Implementation Management Plan

- Project Plan/Schedule

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed – VPN Device
- System infrastructure audit complete and verified
- Implementation Management Plan accepted
- Project Plan/Schedule accepted; dates confirmed
- Stakeholder Presentation complete

4.3   Assess & Define (Stage 2)

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

4.3.1   Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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

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

4.3.2 Current/Future State Analysis

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

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

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4.3.3 Data Conversion Planning & Mapping

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

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

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

Glendale 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.

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

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. Glendale reviews the specifications and confirms they meet City of Glendale's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request. There are no modifications in scope.

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

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

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4.3.6   Forms & Reports Planning

City of Glendale and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports, including Cubes, or known/included Customization(s). Items not included in the Agreement could be either City of Glendale-developed Reports or a newly discovered Customization that may require a Change Request.

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

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

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

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

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

4.3.8   Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1   Assess & Define Stage Deliverables

- Completed analysis Questionnaire

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

- Data conversion summary and specification documents

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

- Standard 3rd Party Data Exchange summary and specification documents

    o   Objective: Gather and document information related to Glendale standard 3rd party data exchange needs for current/future state analysis as it relates to Tyler approach/solution. Assumption is that City will use existing Tyler tools/processes and data requirements.
    o   Scope: 3rd party data exchange defined.
    o   Acceptance criteria: 3rd party data exchange review complete and initial standard file layout documents delivered to Glendale.

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- Customization specification documents, if contracted

    o   Objective: Provide comprehensive outline of identified gaps, and how the custom program meets Glendale's needs
    o   Scope: Design solution for Customization
    o   Acceptance criteria: City of Glendale accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements

- Completed Forms & Reports options and/or packages

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

- Installation checklist

- o Objective: Installation of purchased Tyler software
- o Scope: Tyler will conduct an initial coordination call, work with the City to install the VPN device, and establish SaaS environments
- o Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Glendale 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
- Client acceptance of control point

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Configuration knowledge transfer		A	R									I	I					I		
Perform configuration to include roles, permissions, and workflow		A	I									I	R		I			R		
Power User process and Validation training		A	R									I	C	I	C				I	
Validate configuration			I	C						A	C		R					C		

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4.4.2 Data Conversion & Validation

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

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

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

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4.4.3 Standard 3rd Party Data Exchange Validation

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

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

4.4.4   Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to Glendale for preliminary testing. Final acceptance will occur during the Final Testing and Training in Stage 4.5.2.

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

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4.4.5   Forms & Reports Validation

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

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

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

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion

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

- Data conversion verification document

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

- Installation of Customizations on SaaS environment

  - 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 Glendale-signed specification.

- Standard/Custom 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
- All user roles and permissions configured for testing in Stage 4.
- All workflow configured for testing in Stage 4.
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered free of conversion issues
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- Glendale and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

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4.5   Final Testing & Training (Stage 4)

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

4.5.1   Cutover Planning

City of Glendale and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare Glendale for success.

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

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

4.5.2 User Acceptance Testing (UAT)

Glendale performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system. The City plans to perform additional testing as needed for additional validation.

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

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Provide starting template test scripts		A	R	C								I	I							
Customize test scripts		I	I	I								A	R							
Perform User Acceptance Testing			I	C								C	C	C	R	I	I	C	I	
Accept custom program(s), if applicable		I	I				I			A		R	C	I	C			C		
Validate Report performance			I	C	C							A	C			R		C		
Validate Exit Criteria have been met.			I	C	C					A		R	C	I	C			C		

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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 of Glendale processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

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

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

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

4.5.4   Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1   Final Testing & Training Stage Deliverables

- Production Cutover checklist

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

- User Acceptance Test Plan

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

4.5.4.2   Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and accepted
- 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 in accordance with the Exit Criteria prescribed in the UAT Plan.
- End User training completed

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

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

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4.6.2   Production Processing & Assistance

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

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

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

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4.6.3 Transition to Tyler Support

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

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

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

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4.6.4 Schedule Post-production Services, if applicable

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

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

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

4.6.5　Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1　Production Cutover Stage Deliverables

- Final data conversion, if applicable

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

- Support transition documents

  - Objective: Define strategy for on-going Tyler support
  - Scope: Define support strategy for day-to-day processing, conference call with City of Glendale Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
  - Acceptance criteria: Glendale 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. Glendale 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

Glendale 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 Glendale Project Manager(s) prior to closing the Phase or Project.

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

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

4.7.2   Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1   Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report

    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 completed and accepted

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 Glendale'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 Glendale's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to Glendale steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City of Glendale 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 of Glendale Project Manager(s)
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

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

- Implementation Management

  - o Tightly manages Scope and budget of project; establishes process and approval matrix with Glendale to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - o 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
  - o Establishes risk/issue tracking/reporting process between Glendale and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Glendale any items that may negatively impact the outcomes of the project
  - o Collaborates with Glendale'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
  - o Sets a routine communication plan that will aide all project team members, of both Glendale and Tyler, in understanding the goals, objectives, current status and health of the project

- Team Management

- o Acts as liaison between project team and Tyler manager(s)
  - o Maintains communication among Tyler resources of key events and developments with the implementation.
  - o Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
  - o Provides direction and support to project team
  - o Builds partnerships among the various stakeholders, negotiating authority to move the project forward
  - o Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
  - o Assesses team performance and adjusts as necessary
  - o Interfaces closely with Tyler developers to coordinate program Modification activities
  - o 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
- Complete future state analysis
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with Glendale following configuration

- Assists during Production Cutover process and provides production support until Glendale transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with City of Glendale 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 Glendale'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 Glendale on the status and resolution of reported issues

5.2   City of Glendale Roles and Responsibilities

City of Glendale 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 of Glendale 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 Glendale steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City of Glendale Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team
- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:

  - Cost
  - Scope
  - Schedule
  - project Goals
  - City of Glendale Policies

5.2.3 City of Glendale Project Manager

Glendale 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 Glendale Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City of Glendale 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 accept 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 Glendale and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
- Routinely communicates with both City of Glendale staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members

- Team Management

  - Acts as liaison between project team and stakeholders
  - Identifies and coordinates all City of Glendale resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
  - Assesses team performance and takes corrective action, if needed
  - Provides guidance to City of Glendale 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 of Glendale Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Glendale Project Manager
- Prepares and Validates Forms

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

  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City of Glendale 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 of Glendale Power Users

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

5.2.6 City of Glendale 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 of Glendale Technical Support

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

- Extracts and transmits conversion data and control reports from City of Glendale's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City of Glendale 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 of Glendale 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 Glendale's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City of Glendale and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

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

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

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

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7   Munis Conversion Summary

7.1   Accounting COA

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

7.2   Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3   Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4   Accounts Payable Master

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

7.5   Accounts Payable - Checks

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

7.6   Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

7.7   Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

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7.8   Capital Assets - History

- Transaction history data for acquisitions, disposals, transfers, etc.

7.9   Detailed GL History Conversion

- All General Ledger transactions linked to an account are converted. A client will be able to pull up a GL account in Munis and be able to click on detail and see the individual transactions linked to the account. We will convert the transaction type, date, amount and other information linked to the transaction type. Example on an AP transaction we will convert the check number linked to that transaction, PO number on a PO transaction etc. All actual and budget amounts will be computed from the historical conversion. This option is up to 5 years.

7.10   General Billing CID

- Customer information

7.11   General Billing – Recurring Invoices

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

7.12   General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

7.13   5yr Closed Purchase Order History

- 5 Year Closed Purchase Order History & Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

7.14   Payroll - Standard

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

7.15   Payroll - Deductions

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

7.16   Payroll – Accrual Balances

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

7.17   Payroll – Accumulators

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

7.18   Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.19   Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.20   Payroll – PM Action History

- A mapping of Personnel actions to be used in Munis, such as job or salary changes and dates these events occurred.

7.21   Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

7.22   Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

7.23   Payroll – Certifications

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

7.24 Payroll – Education

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