

**RESOLUTION 57-09-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH SOFTWARE SUBSCRIPTION SERVICES FOR VARIOUS TOWN DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, on August 3, 2022, the Town and Tyler Technologies, Inc., (Contractor) previously entered into an Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A”, whereby Contractor is providing certain professional and software subscription services to support the efficient and effective operation of the Town’s departments; and

**WHEREAS**, following execution of the Agreement, Contractor has identified the need to amend the Agreement to clarify certain terms and conditions in the Agreement; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it amend the Agreement it entered into with Contractor; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Tyler Technologies, Inc., to clarify certain terms and conditions in the Agreement the Town and Contractor entered into on August 3, 2022.


**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 57-09-22 duly passed and adopted this 7 day of September, 2022.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY





## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Lake Park, with offices at 535 Park Avenue, Lake Park, Florida 33403-2603 ("Town").

WHEREAS, Tyler and the Town are parties to a Software as a Service Agreement dated August 3, 2022 ("Agreement"); and

WHEREAS, Tyler and Town desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Town agree as follows:

1. Section 2.7 is added to Section 2, Exhibit B (Invoicing and Payment Policy), as follows:
  - 2.7 *Annual Services.* Unless otherwise indicated in this Exhibit B, the fees for annual services as set forth herein shall be due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
2. The term for the Web Services Hosted Application (Exhibit D, Section 2) is hereby changed from five (5) years to three (3) years.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Town of Lake Park, Florida

By: Robert Kennedy-Jensen

By: 

Name: Robert Kennedy-Jensen

Name: Michael O'Rourke

Title: Group General Counsel

Title: Mayor

Date: August 22, 2022

Date: September 7, 2022



**RESOLUTION 46-08-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR PROFESSIONAL SERVICES ASSOCIATED WITH SOFTWARE SUBSCRIPTION SERVICES FOR VARIOUS TOWN DEPARTMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the Town’s departments of departments of community development, finance, human resources, and special events and recreation provide public services to residents, visitors and businesses within the town; and

**WHEREAS**, the Town Manager has determined that there is the need to procure professional and software subscription services (the Services) to support the efficient and effective operation of the Town’s departments; and

**WHEREAS**, Tyler Technologies, Inc. (the Contractor), and the City of Groveland, Florida executed agreement number RFP19-IT-004, effective from October 1, 2020, through September 30, 2025 for the same Services as sought by the Town; and

**WHEREAS**, pursuant to the Town’s purchasing procedures, the Town may enter into agreements with contractors based upon the terms, conditions, and pricing set forth in an agreement entered into by another public entity for the same services; and

**WHEREAS**, the Town Manager has recommended to the Commission that it enter into an agreement with the Contractor whereby the Contractor agrees to provide the same subscription services based upon the same pricing, terms, and conditions that the Contractor entered into and executed with the City of Groveland, Florida, that agreement being number RFP19-IT-004.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the agreement with Tyler Technologies, Inc., for subscription services to be provided to the Town's departments. The subscription services provided by the Contractor are based upon the same pricing, conditions and terms that are set forth in the agreement between the City of Groveland, Florida and the Contractor, a copy of which is attached hereto and incorporated herein as Exhibit "A".

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution No. 46-08-22 duly passed and adopted this 3 day of August, 2022.

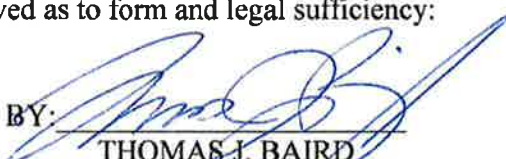
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (Agreement) is made between Tyler Technologies, Inc. and the Town of Lake Park, "Town".

WHEREAS, Tyler participated in the competitive bid process in response to a solicitation from the City of Groveland, Florida's RFP 19-IT-004, ERP System Selection; and

WHEREAS, the City of Groveland selected Tyler's Proposal in response to RFP 19-IT-004, ERP System Selection, and

WHEREAS, Tyler's agreement with Groveland permits Tyler to offer the same software and services to other public entities; and

WHEREAS, Tyler agrees to provide the same products and services to the Town based upon the same pricing and terms as it agreed to in its agreement with the City of Groveland and which are all included in the terms of this Agreement; and

WHEREAS, the Town has requested that Tyler provide the products and services set forth in the Investment Summary, including providing the Town with access to Tyler's proprietary software products;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and the Town 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 Town of Lake Park, Florida. See also, "Town".
- **"Data"** means the Town's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for the Town's Data as identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to the City of Groveland, Florida, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third



Party Software.

- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to the Town, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which the last signature has been affixed to the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of the Town or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by the Town or Tyler.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining the Town’s and Tyler’s roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary.
- **“Third-Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third-Party Software, as applicable.
- **“Town”** means the Town of Lake Park, Florida.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to the Town through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.

- “you” and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to the Town the non-exclusive, non-assignable limited right to use the SaaS Services solely for the Town’s internal business purposes for the number of Defined Users only. The Tyler Software will be made available to the Town according to the terms of the SLA. The Town acknowledges that Tyler has no delivery obligations and that Tyler will not ship copies of the Tyler Software as part of the SaaS Services. The Town may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C (9). The foregoing notwithstanding, to the extent Tyler has sold the Town perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which the Town is receiving SaaS Services, the Town’s rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). Tyler will make any such software available to the Town for download.
2. **SaaS Fees.** The Town agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. The Town may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event the Town regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge the Town additional fees commensurate with the overage(s).
3. **Ownership.**
  - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. The Town does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to the Town and may be used and copied by the Town’s employees for internal, non-commercial reference purposes only.
  - 3.3 The Town retains all ownership and intellectual property rights to the Data. The Town expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** The Town 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; 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 Tyler; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. Tyler warrants 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(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Tyler's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as the Town is timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide the Town with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which the Town makes a written request, Tyler will provide that same information.
  - 6.2 The Town will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing the Town's Data will be dedicated to the Town and inaccessible to Tyler's other customers.
  - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of the Town's 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, Tyler 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 the Town's Data may be lost, measured in relation to a disaster Tyler declares, said declaration will not be unreasonably withheld.
  - 6.4 In the event Tyler declares a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after Tyler declares a disaster, within which the Town's access to the Tyler Software must be restored.
  - 6.5 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide the Town with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to the Town's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at the Town's written request. The Town may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
  - 6.6 Tyler tests our disaster recovery plan on an annual basis. Our standard test is not Town-

specific. Should the Town request a Town-specific disaster recovery test, Tyler will work with the Town to schedule and execute such a test on a mutually agreeable schedule. At the Town's written request, Tyler will provide test results to the Town within a commercially reasonable timeframe after receipt of the request.

- 6.7 Tyler will be responsible for importing back-up and verifying that the Town can log-in. The Town will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 Tyler provides secure Data transmission paths between each of the Town's workstations and Tyler's servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C –PROFESSIONAL SERVICES**

1. **Professional Services.** Tyler will provide the Town the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** The Town agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Town acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the Town's implementation. Tyler will bill the Town the actual fees incurred based on the in-scope services provided to the Town. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications the Town supplied. If additional work is required, or if the Town utilizes or requests additional services, Tyler will provide the Town with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, Tyler 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 the Town cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), the Town will be liable for all (a) non-refundable expenses incurred by Tyler on the Town's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will make all reasonable efforts to reassign personnel in the event the Town cancels within two (2) weeks of scheduled commitments.

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

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

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler utilizes a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Town agrees to maintain a high-speed internet connection capable of connecting Tyler to the Town's PCs and server(s). The Town agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler 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, the Town agrees to provide Tyler 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 Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that the Town also maintains its VPN for backup connectivity purposes.

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

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third-Party Hardware, if the Town has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, the Town will receive access to the Third-Party Software and related documentation for internal business purposes only. The Town's rights to the Third-Party Software will be governed by the Third-Party Terms.
3. Third Party Products Warranties.
  - 3.1 Tyler is 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, the Town will receive free and clear title to the Third-Party Hardware.
  - 3.3 The Town acknowledges that Tyler is not the manufacturer of the Third-Party Products. Tyler does not warrant or guarantee the performance of the Third-Party Products. However, Tyler grants and passes through to the Town any warranty that Tyler may receive from the Developer or supplier of the Third-Party Products.
4. Third Party Services. If the Town has purchased Third-Party Services, those services will be

provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with its Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. Tyler will invoice the Town 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 the Town believes any delivered software or service does not conform to the warranties in this Agreement, the Town will provide Tyler with written notice within thirty (30) days of the Town's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues the Town contends are in dispute so that Tyler can confirm the issue and respond to the Town's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the Town's notice. Tyler will work with the Town as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the Town's notice. The Town may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of the Town's failure to complete the items agreed to be done the Town, then the Town will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if the Town fails to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The Town's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, the Town will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services the Town has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than the Town's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. The Town acknowledges that continued access to the SaaS Services is contingent upon the Town's timely payment of SaaS Fees. If the Town fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny the Town access to the Tyler Software. Tyler may also terminate this Agreement if the Town does not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If the Town believes Tyler has materially breached this Agreement, the Town will invoke the Dispute Resolution clause set forth in Section H(3). The Town may terminate this

Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If the Town should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, then notwithstanding the 60-day notice of termination provision above, the Town may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. The Town will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. The Town agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If the Town terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Tyler terminates this Agreement during the initial term for the Town's failure to pay SaaS Fees, the Town shall pay Tyler the following early termination fees:

- a. if the Town terminates during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b. if the Town terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if the Town terminates after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

1.1 Tyler will defend the Town 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 Tyler consents). The Town must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Town agrees to provide Tyler 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 the Town's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or the Town's willful infringement.

1.3 If Tyler receives information concerning an infringement or misappropriation claim related to



the Tyler Software, Tyler may, at its expense and without obligation to do so, either: (a) procure for the Town 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 the Town will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case the Town 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 the Town's 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 Tyler consents), Tyler will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides the Town's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Any fees due and payable for modules of Tyler Software that are enjoined will be suspended until such time that the enjoinder is terminated.

## 2. General Indemnification.

2.1 Tyler will indemnify and hold harmless the Town and its agents, elected and appointed officials, and staff from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement; or (c) a security breach, as such breach is defined by applicable law, caused by Tyler's negligence, while the Town's data is in our possession. The Town must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Town agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2 To the extent permitted by applicable law, and without waiving sovereign immunity and its notice requirements and monetary limitations, as provided in s.768.28, Florida Statutes, the Town will indemnify and hold harmless Tyler 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 (a) personal injury or property damage to the extent caused by the Town's negligence or willful misconduct; or (b) the Town's violation of a law applicable to the Town's performance under this Agreement. Tyler will notify the Town promptly in writing of the claim and upon the Town's request, Tyler will give the Town sole control over its defense or settlement. Tyler agrees to provide the Town with reasonable assistance, cooperation, and information in defending the claim at the Town's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A**

THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOWN'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), 1.5 TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, 1.5 TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler will add the Town as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the Town as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide the Town with copies of certificates of insurance upon the Town's written request.

#### SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** The Town may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, the Town may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** The Town agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. The Town agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains

unresolved after mediation, then either of Tyler may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent the Town or Tyler from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If the Town is a tax-exempt entity, the Town agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and the Town will reimburse Tyler for such taxes. If the Town has a valid direct-pay permit, the Town agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. Tyler 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. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler has 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 the Town's project.
7. Subcontractors. Tyler will not subcontract any services under this Agreement without the Town's prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either the Town's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the Town's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations, including payment obligations, under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Town and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between the Town and Tyler with respect to the subject matter hereof, and supersedes any prior agreements,

understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by the Town, if any, are for the Town's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** Tyler is an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** The Town agrees that Tyler may identify the Town by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information 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. To the extent permitted by Chapter 119, Florida Statutes, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of

initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event the Town receives an open records or other similar applicable request, the Town will give Tyler prompt notice and otherwise perform the functions required by applicable law.

18. Public Records. Tyler shall comply with Florida's Public Records Law. Specifically, if and to the extent Chapter 119 is applicable to Tyler's performance pursuant to this Agreement, Tyler shall:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon the request of the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the contractor does not transfer the records to the Town.
- (d) Upon the completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town upon completion of this Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of this Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 PARK AVENUE, LAKE PARK, FLORIDA 33403, 561-881-3311, TOWNCLERK@LAKEPARKFLORIDA.GOV.**

19. Debarment, Suspension. By executing this agreement Tyler affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. By executing this agreement Tyler affirms that it is not currently listed in the Florida Department of

Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

20. Business License. In the event a local business license is required for Tyler to perform services hereunder, the Town will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.
21. Governing Law/Venue. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to its rules on conflicts of law. The parties agree that venue shall be proper in the state or federal courts serving Palm Beach County, Florida.
22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
23. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Tyler reserves 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.
24. Socrata Solution Terms. The Town's use of certain Tyler solutions includes Tyler's Socrata data platform. The Town's rights, and the rights of any of the Town's end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, the Town certifies that it has reviewed, understands, and agrees to said terms.
25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

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

**Tyler Technologies, Inc.**

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: July 25, 2022

**Address for Notices:**

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

**Town of Lake Park, Florida**

By: 

Name: Michael O'Rourke

Title: Mayor

Date: August 3, 2022

**Address for Notices:**

Town of Lake Park  
535 Park Ave.  
Lake Park, FL 33403-2603  
Attention: Town Manager John D'Agostino



**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by Tyler to the Town 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.

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Quoted By: Mike Leshner  
 Quote Expiration: 08/13/22  
 Quote Name:



**Sales Quotation For:**

Town of Lake Park  
 535 Park Ave  
 Lake Park FL 33403-2603

**Tyler Annual Software – SaaS**

Description	List Price	Discount	Annual
<b>ERP Pro powered by Incode</b>			
ERP Pro 10 Financial Management Suite	\$ 12,214	\$ 0	\$ 12,214
Core Financials	\$ 11,571	\$ 0	\$ 11,571
Human Resources Management (Includes Position Budgeting)	\$ 3,294	\$ 0	\$ 3,294
Purchasing			
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Utility Billing Water/Gas	\$ 6,427	\$ 2,442	\$ 3,985
Cashiering	\$ 1,415	\$ 0	\$ 1,415
Utility Access	\$ 144	\$ 0	\$ 144

<b>Tyler One</b>			
<b>My Civic Suite</b>			
My Civic & Service Requests Pro	\$ 4,600	\$ 0	\$ 4,600
<b>Data &amp; Insights powered by Socrata</b>			
Business Management Feed	\$ 2,000	\$ 0	\$ 2,000
Community Development Feed	\$ 2,000	\$ 0	\$ 2,000
<b>Content Manager Suite</b>			
Core	\$ 4,128	\$ 0	\$ 4,128
<b>Civic</b>			
<b>Enterprise Permitting &amp; Licensing powered by EnerGov</b>			
Business Management [17]	\$ 16,397	\$ 9,288	\$ 7,109
Civic Access - Business Management	\$ 3,215	\$ 0	\$ 3,215
Civic Access - Community Development	\$ 3,215	\$ 0	\$ 3,215
Community Development [15]	\$ 14,468	\$ 8,127	\$ 6,341
eReviews	\$ 6,430	\$ 0	\$ 6,430
GIS [50]	\$ 16,075	\$ 9,481	\$ 6,594
Workforce Mobile [5]	\$ 1,608	\$ 774	\$ 834
Community Development and Business Mgmt. View Only Users [14]	\$ 4,872	\$ 0	\$ 4,872
<b>Parks &amp; Rec</b>			
Parks & Recreation	\$ 3,678	\$ 0	\$ 3,678
Cashiering for Parks & Recreation	\$ 965	\$ 0	\$ 965
<b>TOTAL:</b>	<b>\$ 118,716</b>	<b>\$ 30,112</b>	<b>\$ 88,604</b>
<b>Tyler Annual Services</b>		<b>Term # of Years:</b>	<b>3</b>

Description	Annual
ERP	
Other Services	
Tyler University	\$ 4,086
<b>TOTAL:</b>	<b>\$ 4,086</b>

**Tyler Fees per Transaction**

Description	Net Unit Price
ERP Pro powered by Incode Notify	
Notifications for Utilities	\$ 0.10
Tyler One Payments	
Utility Access Payments Bundle	\$ 0.00
ERP Pro Payments	\$ 0.00
Enterprise Permitting & Licensing Payments	

Enterprise Permitting & Licensing Payments  
 Enterprise Permitting & Licensing Payments POS

**Third Party Software & Hardware**

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				

Payments				
Lane 5000 Terminal Purchase	1	\$ 529	\$ 529	\$ 0
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
<b>TOTAL:</b>			<b>\$ 529</b>	<b>\$ 180</b>

Services				
Description	Hours/Units	Extended Price	Maintenance	
<b>ERP Pro 10 Financial Management Suite</b>				
Professional Services	312	\$ 40,560	\$ 0	\$ 0
Accounts Payable History Data Conversion	1	\$ 500	\$ 0	\$ 0
Accounts Receivable Data Conversion	1	\$ 4,000	\$ 0	\$ 0
General Ledger History Data Conversion	1	\$ 500	\$ 0	\$ 0
Financials Project Management	1	\$ 1,600	\$ 0	\$ 0
Human Resources Management /Payroll History Data Conversion	1	\$ 1,000	\$ 0	\$ 0
<b>ERP Pro 10 Customer Relationship Management Suite</b>				
Professional Services	140	\$ 18,200	\$ 0	\$ 0
Project Management	1	\$ 1,250	\$ 0	\$ 0
<b>Enterprise Permitting &amp; Licensing powered by EnerGov</b>				
Comm Dev and Business Management Services	480	\$ 62,400	\$ 0	\$ 0
Comm Dev and Business Management Training Services	80	\$ 10,400	\$ 0	\$ 0
Comm Dev and Business Management Project Management Services	300	\$ 39,000	\$ 0	\$ 0
Comm Dev and Business Management Conversion	1	\$ 15,000	\$ 0	\$ 0
<b>Enterprise Asset Management Suite</b>				
ReadyForms Configuration	1	\$ 0	\$ 0	\$ 0
Project Management	1	\$ 1,600	\$ 0	\$ 0

My Civic Suite			
My Civic & Service Requests Pro	1	\$ 130	\$ 0
Project Management	1	\$ 250	\$ 0
Content Manager Suite			
Professional Services	32	\$ 4,160	\$ 0
Parks & Rec			
Professional Services	104	\$ 13,520	\$ 0
Project Management	1	\$ 1,500	\$ 0
<b>TOTAL:</b>	<b>1,448</b>	<b>\$ 215,570</b>	<b>\$ 0</b>

	One Time Fees	Recurring Fees
<b>Summary</b>		
Total SaaS		\$ 88,604
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 215,570	\$ 4,086
<b>Summary Total</b>	<b>\$ 216,099</b>	<b>\$ 92,870</b>
<b>Year 1 Total</b>	<b>\$308,969</b>	
<b>Year 2 Total</b>		<b>\$92,870</b>
<b>Year 3 Total</b>		<b>\$92,870</b>
<b>Grand Total (3-Year Term)</b>	<b>\$494,709</b>	

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Tyler SaaS includes up to 1TB of storage. Additional storage can be purchased for \$3,000/TB/year.

EPL Implementation: Tyler leads and owns the configuration of 1 unique business transactions, 1 template business transactions, and will build out the standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client. Tyler Technologies' EPL implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use EPL
- Training and providing guidance on how to configure and maintain EPL
- Setup of EPL GIS Map
- Setup of EPL GIS Live Link
- Setup of CSS GIS Map (as applicable, based on contract)
- Setup of CSS ArcGIS integration (as applicable, based on contract)
- Setup of CSS Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Incode, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of iG Workforce licenses (as applicable, based on contract)
- EPL Standard Automation Events (Intelligent Objects, standard Intelligent Queries). This covers standard automation tasks like E-mails, Tasks, Geo Rules, etc.

The client subject matter experts (SMEs) should be available approximately 25% of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's consultant. These client SMEs will be responsible for the following general configuration tasks:

- EPL Case Type Setup (and all associated items required to configure)
- EPL System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- EPL Report Setup's dynamic custom fields
- EPL User/User Role Setup
- EPL Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- CSS Experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- EPL Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Accounts Payable History conversion includes unlimited historical records

Accounts Receivable conversions include master files (contacts properties)

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashing receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger History conversion includes unlimited historical records

Human Resources Management History conversion includes unlimited historical records.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users to be purchased separately by Client. Further pricing detail is upon request.

Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

**Should additional professional services be required the following rates will apply:**

Project Management - \$130/Hour

Implementation Consultant - \$130/Hour

Training - \$130/Hour

Data Conversion - \$250/Hour

Report Developer - \$250/Hour

2022-304996-J6M1F4

Exhibit A

2022-304996-J6M1F4



Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model) <small>If passing transaction costs to the payer</small>	
<b>Utility Access Payments Bundle</b>	
<p><u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions as part of the bundled model.</p> <p>Applies to:</p> <ul style="list-style-type: none"> <li>• Utilities (Bundle): Online and In Person</li> </ul>	<p>3.70% \$2.50 minimum</p>
<p><u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express</p> <p>Applies to:</p> <ul style="list-style-type: none"> <li>• Misc Receipts: In Person</li> <li>• EasyPay: Online</li> <li>• Permitting: Online and In Person</li> <li>• Licensing: Online and In Person</li> <li>• Code Enforcement &amp; Requests: Online and In Person</li> </ul>	<p>3.95% \$5.00 minimum</p>
<p><u>Payer eCheck Cost</u> – per electronic check transaction</p> <p>Applies to:</p> <ul style="list-style-type: none"> <li>• Permitting: Online</li> <li>• Licensing: Online</li> <li>• Code Enforcement &amp; Requests: Online</li> </ul>	<p>\$2.00</p>
Client Electronic Payment Costs (Cost Plus Fee Model) <small>If absorbing the transaction costs</small>	
<p><u>Client eCheck Cost</u> – per electronic check transaction</p> <p>Applies to:</p> <ul style="list-style-type: none"> <li>• Utilities: Online</li> </ul>	<p>\$2.00</p>
Miscellaneous Costs	
<p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p>	<p>\$15.00</p>
<p><u>eCheck Rejects</u> – when an echeck transaction comes back as declined (e.g. bounced check)</p>	<p>\$5.00</p>
<p><u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p>	<p>Lane 3000: \$419 (one-time fee per device) Lane 5000: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee</p>

\* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.



## Exhibit B Invoicing and Payment Policy

Tyler will provide the Town 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:** Tyler will invoice the Town for the applicable software and services in the Investment Summary as set forth below. The Town's rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The Town's annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, the Town's annual SaaS fees will be at Tyler's then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 ***Consulting Services:*** If the Town has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon the Town's acceptance of the Best Practice Recommendations, by module, and 50% upon the Town's acceptance of custom desktop procedures, by module. If the Town has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill the Town 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 the Town's acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill the Town the actual services delivered on a time and materials basis.
  - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. The Town must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. The Town may still report Defects to Tyler as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

*Change Management Services*: If the Town has 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 Tyler makes it available to the Town for downloading.
- 3.2 *Third Party Software Maintenance*: The first-year maintenance for the Third-Party Software is invoiced when Tyler makes it available to the Town for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when Tyler makes Tyler Notify available to the Town. Subsequent fees for minutes and messages, at our then-current rates, will be due when the Town request additional minutes and messages and they are made available to the Town.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with



our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B  
Schedule 1  
Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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





## Exhibit C Service Level Agreement

### I. Agreement Overview

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

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

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

*Town Error Incident:* Any service unavailability resulting from the Town's applications, content or equipment, or the acts or omissions of any of the Town's service users or third-party providers over whom Tyler exercises no control.

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

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

### III. **Service Availability**

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

#### a. Town Responsibilities

Whenever the Town experiences Downtime, the Town must make a support call according to the procedures outlined in the Support Call Process. The Town will receive a support incident number.

The Town must document, in writing, all Downtime that the Town has experienced during a calendar quarter. The Town must deliver such documentation to Tyler within 30 days of a quarter's end.

The documentation the Town provides 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 the Town that Downtime has occurred or is occurring, Tyler will work with the Town to identify the cause of the Downtime (including whether it may be the result of a Town Error Incident or Force Majeure). Tyler will also work with the Town to resume normal operations.



Upon timely receipt of the Town’s Downtime report, Tyler will compare that report to our own outage logs and support tickets to confirm that Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to the Town’s Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide the Town with the relief set forth below.

**c. Town Relief**

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

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

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

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

The Town may request a report from Tyler 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, Town Error Incidents, and Force Majeure.

Tyler performs 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, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Town.

**V. Force Majeure**

The Town will not hold Tyler 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, Tyler will file with the Town 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. The Town will not unreasonably withhold its acceptance of such a request.





## Exhibit C Schedule 1 Support Call Process

### Support Channels

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

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

### Support Resources

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

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

### Support Availability

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

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

## Issue Handling

### *Incident Tracking*

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

### *Incident Priority*

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

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

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

*Incident Escalation*

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

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

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

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

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

*Remote Support Tool*

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



## Exhibit D Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide the Town with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Hosted Applications.** Tyler will provide the Town with any of the following hosted applications as indicated in the Investment Summary.
  - 1.1. **Web Services:** Our Web Services are designed to enable the Town to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
  - 1.2. **Utility Billing On-Line:** Our Utility Billing On-Line Component allows the Town to make available certain information from the Town's utility billing system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
  - 1.3. **Court On-Line:** Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
  - 1.4. **On-Line Records Search:** Our On-Line Records Search Component allows the Town to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
  - 1.5. **Building Projects On-Line:** Our Building Projects On-Line Component allows the Town to make available certain information from the Town's building projects system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
  - 1.6. **Business License On-Line:** Our Business License On-Line Component allows the Town to make available certain information from the Town's business license system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can

Include business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows the Town to make available certain information from the Town's accounts receivable system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows the Town to make available certain information from the Town's call center system to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows the Town to make available certain information from the Town's Property Tax System to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows the Town to make available certain information from the Town's Sales Tax System to citizens with Internet access. This information is posted to the Town's web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows the Town to make available certain information from the Town's code enforcement system to citizens with Internet access. This information is posted to the Town's website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. Tyler will grant the Town access to the hosted applications provided the Town timely pay all associated fees. The term of Town's subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. Tyler shall maintain a website for the Town, allowing a user to access relevant data provided by the Town. This data may include information from the Town's Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. The Town must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to the Town's bank account. The Town is responsible for all fees and expenses of the merchant account. The Town must install and run Tyler Web Services to allow Tyler to

transfer the necessary data from the Town's system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to the Town. Tyler will be responsible for transferring such information to the Town on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is the Town's responsibility. While Tyler assumes responsibility for data transfer, Tyler is not responsible for accuracy of data transferred.

5. Limited License. The Town's license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon the Town's failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data the Town provides to Tyler for the purposes of generating the website shall remain the Town's property. Should the Town terminate its subscription, Tyler shall return to the Town any such data in Tyler's possession.
7. Fees. The Town agrees to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. Tyler may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.





**Exhibit E Statement of  
Work**

*Statement of Work to be inserted prior to Agreement execution.*



# Town of Lake Park, FL

SOW from Tyler Technologies, Inc.

3/22/2022

Presented to:  
Roberto Travieso  
535 Park Ave.  
Lake Park, FL 33403

Contact:  
Michael Leshner  
Email: [Michael.Leshner@TylerTech.com](mailto:Michael.Leshner@TylerTech.com)  
5519 53rd Street, Lubbock, TX 79414

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

### 1.3 Methodology

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

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Lake Park, FL’s complexity and organizational needs.



## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

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

## Iterative Project Model



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





# Part 2: Project Foundation

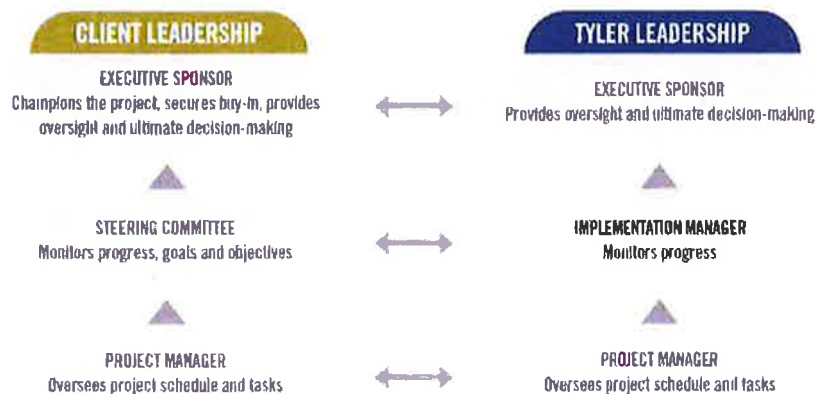
## 2. Project Governance

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

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

The chart below illustrates an overall team perspective where Tyler and the Lake Park, FL collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Lake Park, FL Steering Committee become the escalation points to triage responses prior to escalation to the Lake Park, FL and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Lake Park, FL and Tyler executive sponsors serve as the final escalation point.

### Project Governance Relationships





## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

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



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

### 3.2 Change Control

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

### 3.3 Change Request Management

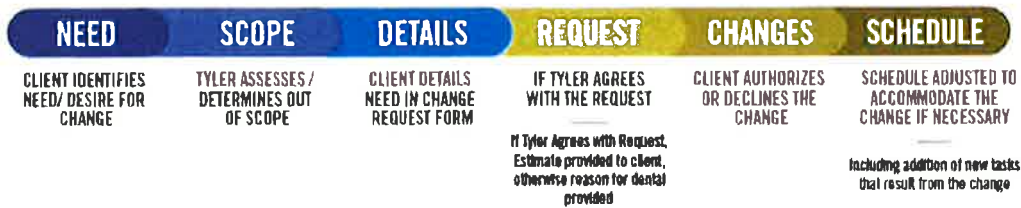
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule,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



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Lake Park, FL, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

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

## Change Request Process



## 4. Acceptance Process

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

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

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

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

- The Lake Park, FL shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Lake Park, FL does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Lake Park, FL does not agree the Deliverable or Control Point meets requirements, the Lake Park, FL shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Lake Park, FL shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Lake Park, FL does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

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

### 5.1 Tyler Roles & Responsibilities

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



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Lake Park, FL 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Lake Park, FL 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Lake Park, FL management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Lake Park, FL, the Tyler Project Manager provides regular updates to the Lake Park, FL Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Lake Park, FL project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Lake Park, FL project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Lake Park, FL and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Lake Park, FL any items that may impact the outcomes of the Project.
- Collaborates with the Lake Park, FL 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Lake Park, FL 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Lake Park, FL and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Lake Park, FL through software validation process following configuration.
- Assists during Go-Live process and provides support until the Lake Park, FL transitions to Client Services.
- Facilitates training sessions and discussions with the Lake Park, FL and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

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

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Lake Park, FL.
- Loads Lake Park, FL provided GIS data into the system.

## 5.2 Lake Park, FL Roles & Responsibilities

Lake Park, FL 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 Lake Park, FL Executive Sponsor

The Lake Park, FL executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Lake Park, FL steering committee, project manager(s), and functional leads to make critical business decisions for the Lake Park, FL.

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

### 5.2.2 Lake Park, FL Steering Committee

The Lake Park, FL steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Lake Park, FL project manager and Project through participation in regular internal meetings. The Lake Park, FL steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Lake Park, FL steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Lake Park, FL Policies
  - Needs of other client projects





## 5.2.3 Lake Park, FL Project Manager

The Lake Park, FL shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Lake Park, FL Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Lake Park, FL project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Lake Park, FL project manager(s) are responsible for reporting to the Lake Park, FL steering committee and determining appropriate escalation points.

### 5.2.3.1 Contract Management

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

### 5.2.3.2 Planning

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

### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Lake Park, FL and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Lake Park, FL staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

### 5.2.3.4 Resource Management

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



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Lake Park, FL technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Lake Park, FL Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Lake Park, FL project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Lake Park, FL resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 Lake Park, FL Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Lake Park, FL business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.





- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Lake Park, FL staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Lake Park, FL End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Lake Park, FL Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Lake Park, FL third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Lake Park, FL's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Lake Park, FL GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Lake Park, FL GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Lake Park, FL Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Lake Park, FL'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 Lake Park, FL and Tyler resources.



- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Lake Park, FL Change Management Lead

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



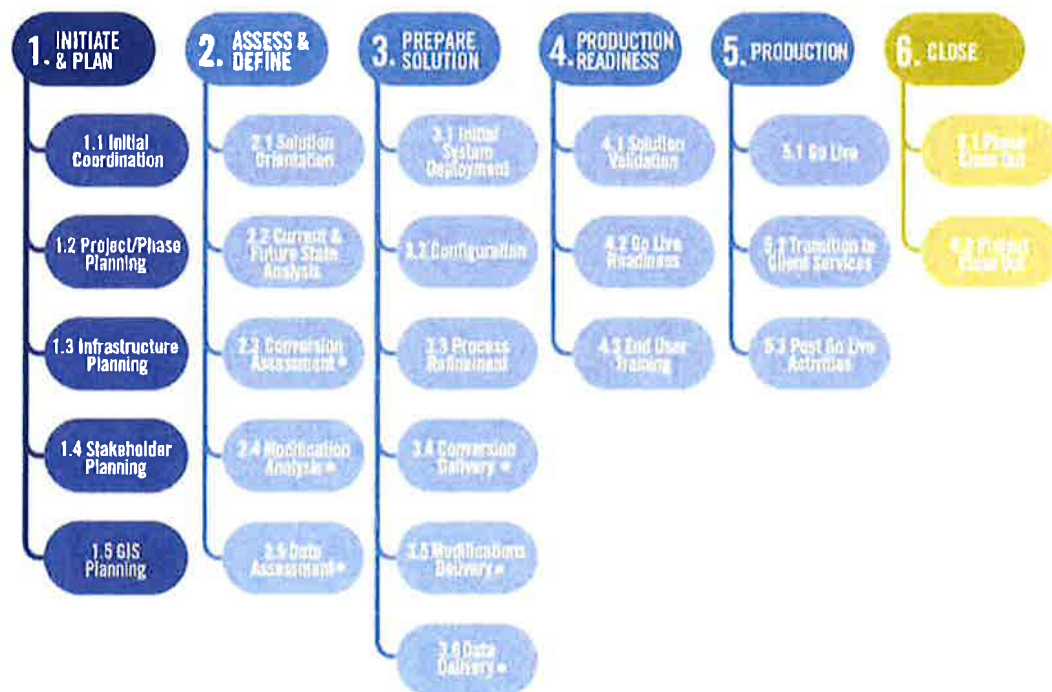
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Lake Park, FL.

## Work Breakdown Structure (WBS)



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



## 6.1 Initiate and Plan

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

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Lake Park, FL with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Lake Park, FL gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Lake Park, FL's team. During this step, Tyler will work with the Lake Park, FL to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Lake Park, FL project team.

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



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

**Work package assumptions:**

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

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

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

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

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

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





Schedule and conduct planning session(s)	A	R						I		C	C	I				
Develop Project Management Plan	A	R						I		C	C	I				
Develop initial project schedule	A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

- Lake Park, FL has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Lake Park, FL to install License Software. The Lake Park, FL is responsible for the installation and setup of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler							Lake Park, FL									
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads



Provide Infrastructure Requirements and Design Document		A	R		C	C				I								I
Initial Infrastructure Meeting		A	R		C	C				C								C
*Schedule SaaS Environment Availability		A	R							I								
*Schedule Hardware to be Available for Installation				I					A		R							C
Schedule Installation of All Licensed Software		A	R								I							I
Infrastructure Audit		A	R								I							C

<b>Inputs</b>	1. Initial Infrastructure Requirements and Design Document
---------------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

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

**Objectives:**

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

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



Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Lake Park, FL offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Lake Park, FL GIS data sources and formats.
- Tyler to understand the Lake Park, FL’s GIS needs and practices.
- Ensure the Lake Park, FL’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																	
	Tyler							Lake Park, FL										
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Initial GIS Planning Meeting		A	R				C				C						C
	Determine all GIS Data Sources			I				I		A		R						C
	Provide Source GIS Data			I				I		A		R						C
	Review GIS Data and Provide Feedback		A	R				C				I						C





Inputs	GIS Requirements Document	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Lake Park, FL is responsible for maintaining the GIS data.

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

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

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

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Lake Park, FL
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

**6.2 Assess & Define**

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

**6.2.1 Solution Orientation**

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

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Lake Park, FL team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Lake Park, FL team will gain a better understanding



of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Lake Park, FL for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

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

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

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

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



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

STAGE 2	Current & Future State Analysis																	
	Tyler							Lake Park, FL										
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Current State process review			A	R	I	I	I				C	C	C	C			C
	Discuss future-state options			A	R	C	C	C				C	C	C	C			C
	Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
	Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Lake Park, FL current state documentation
	Solution Orientation completion

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.

**Work package assumptions:**

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

**6.2.3 Conversion Assessment**

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

**Objectives:**



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

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

Inputs	Lake Park, FL Source data
	Lake Park, FL Source data Documentation (if available)

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

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Lake Park, FL representatives to identify business rules before writing the conversion.
- Lake Park, FL subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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





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

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

### 6.3 Prepare Solution

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

#### 6.3.1 Initial System Deployment

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

**Objectives:**

- All licensed software is installed and operational.
- The Lake Park, FL can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																	
	Tyler							Lake Park, FL										
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
	Prepare hosted environment			A				R				I						C
	Install Licensed Software with Initial Database on Server(s) for			A				R				I						C



Included Environments																	
Install Licensed Software on Lake Park, FL Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Lake Park, FL Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

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

**6.3.2 Configuration**

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

Tyler staff collaborates with the Lake Park, FL to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Lake Park, FL collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the Lake Park, FL Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Lake Park, FL



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

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

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

**Work package assumptions:**

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

**6.3.3 Process Refinement**

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

**Objectives:**

- Ensure that the Lake Park, FL understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.





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

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

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

Work package assumptions:

- None





### 6.3.4 Conversion Delivery

The purpose of this task is to transition the Lake Park, FL's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

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



Objectives:

- Data is ready for production (Conversion).

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



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

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

**Work package assumptions:**

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

**6.3.5 Intentionally left blank.**

**6.3.6 Intentionally left blank.**

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

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

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

**Prepare Solution Stage Deliverables:**

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



**Prepare Solution Stage Acceptance Criteria:**

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

## 6.4 Production Readiness

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

### 6.4.1 Solution Validation

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

**Objectives:**

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

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

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





Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Lake Park, FL updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

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

Objectives:

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

STAGE 4	Go-Live Readiness																
	Tyler								Lake Park, FL								
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I			
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C





Inputs	Training Plan	
	List of End Users and their Roles / Job Duties	
	Configured Tyler System	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Lake Park, FL signoff that training was delivered

**Work package assumptions:**

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

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

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

**Production Readiness stage deliverables:**

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

**Production Readiness stage acceptance criteria:**

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

**6.5 Production**

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

**6.5.1 Go-Live**

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



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

Tyler staff collaborates with the Lake Park, FL during Go-Live activities. The Lake Park, FL transitions to Tyler software for day-to day business processing.

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

**Objectives:**

- Execute day to day processing in Tyler software.
- Lake Park, FL data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Lake Park, FL									
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Data is available in production environment
	Lake Park, FL confirms data is available in production environment





**Work package assumptions:**

- The Lake Park, FL will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Lake Park, FL business processes required for Go-Live are fully documented and tested.
- The Lake Park, FL Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Lake Park, FL Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Lake Park, FL teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

**6.5.2 Transition to Client Services**

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

**Objectives:**

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

STAGE 5	Transition to Client Services																
	Tyler							Lake Park, FL									
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Lake Park, FL to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

<b>Inputs</b>	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

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

Objectives:

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

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

<b>Inputs</b>	List of post Go-Live activities
---------------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.



### 6.5.4 Control Point 5: Production Stage Acceptance

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

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

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

## 6.6 Close

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

### 6.6.1 Phase Closeout

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

Objectives:

- Agreement from Tyler and the Lake Park, FL teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						



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

Inputs	Contract
	Statement of Work
	Project artifacts

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

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

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

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

**Objectives:**

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

<b>STAGE 6</b>	<b>Project Close Out</b>																
	Tyler							Lake Park, FL									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Lake Park, FL and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

inputs	Contract
	Statement of Work

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

**Work package assumptions:**

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

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

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

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**

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

**7. General Assumptions**

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

**7.1 Project**

- Project activities will begin after the Agreement has been fully executed.
- The Lake Park, FL Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.





- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Lake Park, FL project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Lake Park, FL is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Lake Park, FL to make process changes.
- The Lake Park, FL is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Lake Park, FL is responsible for managing Organizational Change. Impacted Lake Park, FL resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Lake Park, FL resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Lake Park, FL resources will participate in scheduled activities as assigned in the Project Schedule.
- The Lake Park, FL team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Lake Park, FL will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Lake Park, FL will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Lake Park, FL makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Lake Park, FL will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Lake Park, FL will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.



## 7.4 Data

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

## 7.5 Facilities

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



## 8. Glossary

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



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





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



## Part 4: Appendices

### 9. Conversion

#### 9.1 ERP Pro Financials Conversion Summary

##### 9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

##### 9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

##### 9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, NOTES
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

##### 9.1.4 Community Development: Permits

- Permit master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Permit type. Original Permit type will be converted as a memo custom field



- Classification – Converted to one legacy Permit classification. Original Permit classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as Memo Custom fields
- Contacts and Contact Addresses
- Type
- Classification
- Bonds and Escrow
- Zones
- Activities and Actions
- Holds
- Conditions

### 9.1.5 Business Management

- Business entity
- License master basic information
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to Memo Custom field
- Parcel and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Fees
- Holds
- Conditions
- Notes
- Contractors
- Business Types & NAICS codes
- Payment and Fee history
- Converted as memo custom fields
  - Bonds and Escrow
  - Activities and Actions

### 9.1.6 Community Development: Code Cases

- Code Case master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Violations – Converted to one legacy Violation type. Original Violation type will be visible in the workflow section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Code type. Original Code type will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
  - Contacts and Contact Addresses
  - Type



- Bonds and Escrow
- Zones
- Activities and Actions
- Holds
- Conditions

### 9.1.7 Community Development: Plans

- Plan master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Plan type. Original Plan type will be converted as a memo custom field
- Classification – Converted to one legacy Plan classification. Original Plan classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
  - Contacts and Contact Addresses
  - Type
  - Classification
  - Bonds and Escrow
  - Zones
  - Activities and Actions
  - Holds
  - Conditions



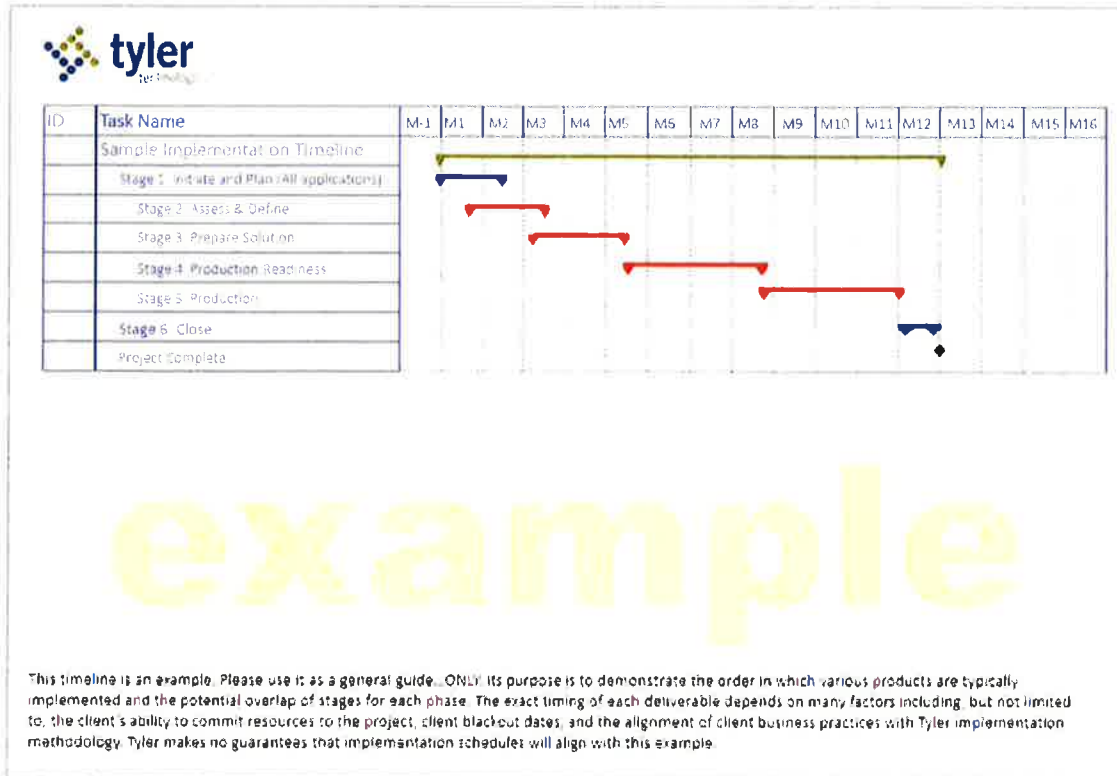
## 10. Additional Appendices

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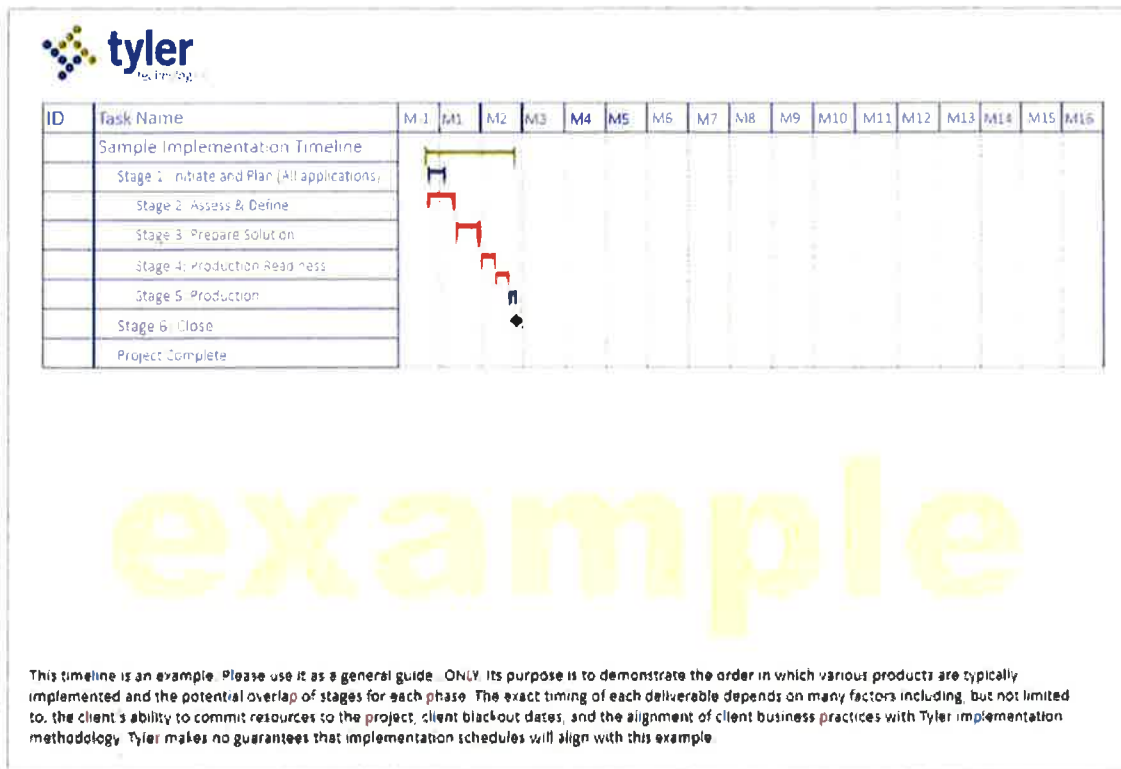


# 11. Project Timeline

## 11.1 ERP Pro Financial Management Timeline



## 11.2 My Civic Timeline



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