CITY OF SANTA FE

The Purchasing Memo

Date: October 9, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

Via: Eric Candelaria, ITT Department Director EC

From: Joshua Chandler, Contract Administrator

Subject: Tyler Munis and Tyler EPL (EnerGov) Software Subscription

Vendor Name: Tyler Technologies Inc

Munis Vendor Number: 6177

ITEM AND ISSUE:

Request for Approval of Amendment #2 to Software as a Service Agreement Item# 17-0381 To Increase the Compensation by to $1,144,148.00 for a New Total Amount of $9,431,664.12 and to Extend the Termination Date to August 31, 2026. (Eric Candelaria, ITT Department Director, edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY20 Munis contract number is 3200442.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently utilizes Tyler Munis as its Enterprise Resource Planning (ERP) solution, which encompasses comprehensive core financial management, procurement, human resources, payroll, and revenue administration capabilities. Additionally, the City operates Tyler EPL (formerly EnerGov) as its Enterprise Permitting & Licensing software platform, providing integrated planning, permitting, inspections, code enforcement, and regulatory compliance functionality.

Since implementation in 2017, both Tyler Munis and Tyler EPL systems have significantly enhanced the City's technological infrastructure, standardized business processes according to industry best practices, increased operational efficiencies, improved data accessibility, and elevated constituent service delivery standards. Extending the existing Tyler Technologies agreement for both Tyler Munis and Tyler EPL platforms will ensure seamless operational continuity and maintain uninterrupted access to these mission-critical systems essential for core business functions. This contract extension will mitigate potential service disruptions to essential business processes while preventing costly operational downtime and associated productivity losses.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ERP/ 325

Munis Org Name/Number: ITT Enterprise Resource Planning/3253950

Munis Object Name/Number: Other Consulting/510310

Budget Officer / Designee: Andy Hopkins **Date:** 10/09/2025

Budget Officer Comment/Exceptions: ______

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #16/22/P and RFP #16/42/P

Chief Procurement Officer (CPO) / Designee: ______ **Date:** 10/10/2025

CPO Comment/Exceptions: ______

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria
Eric Candelaria (Oct 9, 2025 11:49:36 MDT) **Title:** ITT Department Director **Date:** 10/09/2025

Comment/Exceptions: ______

Vehicles included? ☐ Yes | ☒ No

Approval: ______ **Title:** ______ **Date:** ______

Comment/Exceptions: ______

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: ______ **Title:** ______ **Date:** ______

Comment/Exceptions: ______

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: ______

Approval: ______ **Title:** ______ **Date:** ______

Comment/Exceptions: ______

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: ______

Approval: ______ **Title:** **Date:**

ATTACHMENTS:

Tyler Technologies, Inc Amendment 2 to Software as a Service Agreement Item#17-0381

Tyler Technologies, Inc Amendment 1 to Software as a Service Agreement Item #17-0381

Software as a Service Agreement Item #17-0381

Retroactive term approval Memo

Certificate of Insurance

W9

Outlook Email PDF RE: Tyler ERP Renewal & Next Step

SPD Policy Memo #FY13-003

AMENDMENT 2

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, New Mexico, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. SaaS Term.
   Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, 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 parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to ten (10) years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the Saas Services will terminate at the end of this Agreement.

   The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for a one (1) year term 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 term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.

2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, are invoiced quarterly in advance, beginning on the commencement date of the Renewal Term.

3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

4. The items set forth in the Amendment Investment Summary attached as Exhibit 2 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 2, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by $25,000, with a quarterly payment increase of $6,250. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

b. Unless otherwise provided herein, services identified at Exhibit 2 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	City of Santa Fe, New Mexico
By: Erik Graney	By: Eric Candelaria Eric Candelaria (Oct 9, 2025 11:49:36 MDT)
Name: Erik Graney	Name: Eric Candelaria
Title: Senior Corporate Attorney	Title: ITT Department Director
Date: 10/08/2025	Date: 10/09/2025

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jeremy Shaw
Quote Expiration:	12/17/25
Quote Name:	City of Santa Fe - ERP - Renewal
Quote Description:	2025-2026 Renewal
Saas Term	1.00

Sales Quotation For:
City of Santa Fe
DAVID C. TAPIA, ITT
SANTA FE NM 87504-0909

Shipping Address:
City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	$ 119,242.00
Capital Assets	1	0	$ 30,013.00
Cash Management	1	0	$ 23,562.00
Contract Management	1	0	$ 15,088.00
eProcurement	1	0	$ 22,092.00
Inventory	1	0	$ 29,996.00
Project & Grant Accounting	1	0	$ 20,688.00
Purchasing	1	0	$ 55,846.00
Standard Fuel Interface - SeeComments	1	0	$ 3,883.00
Work Orders, Fleet & Facilities Management	1	0	$ 39,117.00
Human Resources Management			
Employee Expense Reimbursement	1	0	$ 12,318.00
Human Resources & Talent Management	1	0	$ 16,372.00
Payroll w/ESS	1	0	$ 31,713.00
Recruiting	1	0	$ 5,947.00

Risk Management	1	0	$ 21,291.00
Enterprise Permitting & Licensing Extensions			
EPL 3rd Party IVR API Connector	1	0	$ 4,338.00
Revenue Management			
Accounts Receivable	1	0	$ 26,474.00
Cashiering	1	0	$ 38,206.00
Citizen Self Service	1	0	$ 25,556.00
General Billing	1	0	$ 13,325.00
Civic Services			
Business Management Suite	10	0	$ 23,470.00
Civic Access - Business Management	1	0	$ 8,681.00
Civic Access - Community Development	1	0	$ 17,362.00
Community Development Suite	80	0	$ 177,840.00
e-Reviews	1	0	$ 17,362.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	$ 10,067.00
Enterprise Permitting & Licensing Mobile	61	0	$ 39,589.00
EPL Business Management SDK	1	0	$ 10,070.00
EPL Community Development SDK	1	0	$ 3,759.00
EPL Hosted Report Management	1	0	$ 4,221.00
Tyler Content Manager Standard Edition	1	0	$ 10,878.00
Content Management			
Content Manager Core Access	1	0	$ 4,816.00
Content Manager Core includes Onboarding	1	0	$ 38,160.00
Data Insights			
Enterprise Analytics and Reporting	1	0	$ 67,938.00
Additional			
BMI Asset Track Interface	1	0	$ 3,883.00
BMI CollectIT Interface	1	0	$ 3,883.00
Forms Processing Doc Origin Software	1	0	$ 12,723.00
GIS Site License	1	0	$ 21,991.00

Integrations			
Accounts Receivable API Toolkit	1	0	$ 7,487.00
General Ledger API Toolkit	1	0	$ 9,113.00
Subscription Fees			
Additional SaaS Environment	1	0	$ 11,576.00
TOTAL		**0**	**$ 1,059,936.00**

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Civic Services			
Enterprise Permitting & Licensing Assist Advanced	1	0	$ 55,612.00
TOTAL:		**0**	**$ 55,612.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 1,059,936.00
Total Tyler Services	$ 0.00	$ 55,612.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 1,115,548.00**
Contract Total	**$ 1,115,548.00**	

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

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

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

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

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

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

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

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

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

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Exhibit 2
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - Vendor Access Migration
Quote Description:	Migration from VSS to Vendor Access

Sales Quotation For:

Shipping Address:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	16	$ 22,092.00
Sub-Total:			$ 22,092.00
Less Discount:			$ 22,092.00
TOTAL		**16**	**$ 0.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	16	$ 225.00	$ 0.00	$ 3,600.00	$ 0.00
TOTAL				**$ 3,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 3,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 3,600.00**	**$ 0.00**
Contract Total	**$ 3,600.00**	

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net

Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	$ 22,092.00	$ 22,092.00	$ 0.00
TOTAL	**$ 22,092.00**	**$ 22,092.00**	**$ 0.00**

Comments

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- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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- Expenses associated with onsite services are invoiced as incurred.

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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

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

Your rights, and the rights of any of your end users, to use Tyler’s Access applications are subject to the Terms of Services, available at https://www.tylertech.com/terms/tyler-access-applications-migration-terms. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

eProcurement (Vendor Access and Punch Out) will replace eProcurement (Vendor Self-Service) on next renewal.

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - User Monitoring & Response

Sales Quotation For:

Shipping Address:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
User Monitoring and Response	1	0	$ 25,000.00
TOTAL:		**0**	**$ 25,000.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00

Total Tyler Services	$ 0.00	$ 25,000.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 25,000.00**
Contract Total	**$ 25,000.00**	

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Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

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- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

CITY OF SANTA FE:

____
ALAN WEBBER, MAYOR

DATE:____________________

ATTEST:

____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

[illegible signature]
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 Investment Summary

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Quote Expiration:	12/17/25
Quote Name:	City of Santa Fe - ERP - Renewal
Quote Description:	2025-2026 Renewal
Saas Term	1.00

Sales Quotation For:

City of Santa Fe
DAVID C. TAPIA, ITT
SANTA FE NM 87504-0909

Shipping Address:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

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Accounting	1	0	$ 119,242.00
Capital Assets	1	0	$ 30,013.00
Cash Management	1	0	$ 23,562.00
Contract Management	1	0	$ 15,088.00
eProcurement	1	0	$ 22,092.00
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Work Orders, Fleet & Facilities Management	1	0	$ 39,117.00
Human Resources Management			
Employee Expense Reimbursement	1	0	$ 12,318.00
Human Resources & Talent Management	1	0	$ 16,372.00
Payroll w/ESS	1	0	$ 31,713.00
Recruiting	1	0	$ 5,947.00
Risk Management	1	0	$ 21,291.00

Enterprise Permitting & Licensing Extensions			
EPL 3rd Party IVR API Connector	1	0	$ 4,338.00
Revenue Management			
Accounts Receivable	1	0	$ 26,474.00
Cashiering	1	0	$ 38,206.00
Citizen Self Service	1	0	$ 25,556.00
General Billing	1	0	$ 13,325.00
Civic Services			
Business Management Suite	10	0	$ 23,470.00
Civic Access - Business Management	1	0	$ 8,681.00
Civic Access - Community Development	1	0	$ 17,362.00
Community Development Suite	80	0	$ 177,840.00
e-Reviews	1	0	$ 17,362.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	$ 10,067.00
Enterprise Permitting & Licensing Mobile	61	0	$ 39,589.00
EPL Business Management SDK	1	0	$ 10,070.00
EPL Community Development SDK	1	0	$ 3,759.00
EPL Hosted Report Management	1	0	$ 4,221.00
Tyler Content Manager Standard Edition	1	0	$ 10,878.00
Content Management			
Content Manager Core Access	1	0	$ 4,816.00
Content Manager Core includes Onboarding	1	0	$ 38,160.00
Data Insights			
Enterprise Analytics and Reporting	1	0	$ 67,938.00
Additional			
BMI Asset Track Interface	1	0	$ 3,883.00
BMI CollectIT Interface	1	0	$ 3,883.00
Forms Processing Doc Origin Software	1	0	$ 12,723.00
GIS Site License	1	0	$ 21,991.00
Integrations			
Accounts Receivable API Toolkit	1	0	$ 7,487.00
General Ledger API Toolkit	1	0	$ 9,113.00
Subscription Fees			

Additional SaaS Environment	1	0	$ 11,576.00
TOTAL		**0**	**$ 1,059,936.00**

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Civic Services			
Enterprise Permitting & Licensing Assist Advanced	1	0	$ 55,612.00
TOTAL:		**0**	**$ 55,612.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 1,059,936.00
Total Tyler Services	$ 0.00	$ 55,612.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 1,115,548.00**
Contract Total	**$ 1,115,548.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler. Implementation Hours are

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

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

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

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

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

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

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

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt. Personnel Actions

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

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

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Exhibit 2 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - Vendor Access Migration
Quote Description:	Migration from VSS to Vendor Access

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada Santa
Fe NM 87507-4808

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	16	$ 22,092.00
Sub-Total:			$ 22,092.00
Less Discount:			$ 22,092.00
TOTAL		**16**	**$ 0.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	16	$ 225.00	$ 0.00	$ 3,600.00	$ 0.00
TOTAL				**$ 3,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 3,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 3,600.00**	**$ 0.00**
Contract Total	**$ 3,600.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Descriptio	Annual	Annual Fee	Annual Fee

Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	$ 22,092.00	$ 22,092.00	$ 0.00
TOTAL	***$ 22,092.00***	***$ 22,092.00***	***$ 0.00***

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
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  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler. Implementation Hours are

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

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

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at https://www.tylertech.com/terms/tyler-access-applications-migration-terms. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

eProcurement (Vendor Access and Punch Out) will replace eProcurement (Vendor Self-Service) on next renewal.

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - User Monitoring & Response

Sales Quotation For: ***Shipping Address:***

City of Santa Fe
2511 Camino Entrada Santa
Fe NM 87507-4808

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
User Monitoring and Response	1	0	$ 25,000.00
TOTAL:		**0**	**$ 25,000.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 25,000.00

Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 25,000.00**
Contract Total	**$ 25,000.00**	

Client's purchase of the items listed above is subject to the Comments below
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  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
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- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

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

Tyler Cybersecurity services are governed by the terms found here: [Cybersecurity Services Terms of Service (tylertech.com)](). Your signature on this order or your receipt or use of Tyler Cybersecurity services indicates that you have read, understand, and agree to be bound by such terms. Additionally, your signature on this order indicates that you are authorized to bind the entity listed on this order to such terms.

For the avoidance of doubt, User Monitoring & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for User Monitoring & Response commence on the availability of the service. User Monitoring & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the User Monitoring & Response service upon renewal.

Santa Fe NM Amend 100825

Final Audit Report 2025-10-08

Created:	2025-10-08
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeESVv_bAEVvKQ7xRNorqOfvN700Ex4Re

"Santa Fe NM Amend 100825" History

Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)

2025-10-08 - 7:17:03 PM GMT

Document emailed to Erik Graney (erik.graney@tylertech.com) for signature

2025-10-08 - 7:18:04 PM GMT

Email viewed by Erik Graney (erik.graney@tylertech.com)

2025-10-08 - 8:29:15 PM GMT

Document e-signed by Erik Graney (erik.graney@tylertech.com)

Signature Date: 2025-10-08 - 8:38:52 PM GMT - Time Source: server

Agreement completed.

2025-10-08 - 8:38:52 PM GMT

ITEM # 17-0751

tyler technologies

AMENDMENT

This amendment ("Amendment") is made this 14th day of July, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The following payment milestone for EnerGov services, set forth in Exhibit B Section 2.3 of the Agreement, is hereby revised as follows in order to correct a calculation error:

Deliverable	Description	Current Amount	NEW Amount
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	$29,900	$25,400

2. Twenty-five (25) EnerGov service hours, totaling $4,375 (at a rate of $175 per hour), are hereby added to the Agreement. Such hours shall be used at Client's direction. Tyler will invoice Client for the service hours added herein, plus expenses, as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.	Santa Fe, NM
By: See attached	By: Renee Martinez for BKS
Name:	Name: Brian K. Snyder
Title:	Title: City Manager
Date:	Date: 7/5/17

tyler technologies

AMENDMENT

This amendment ("Amendment") is made this 10th day of July, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The following payment milestone for EnerGov services, set forth in Exhibit B Section 2.3 of the Agreement, is hereby revised as follows in order to correct a calculation error:

Deliverable	Description	Current Amount	NEW Amount
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	$29,900	$25,400

2. Twenty-five (25) EnerGov service hours, totaling $4,375 (at a rate of $175 per hour), are hereby added to the Agreement. Such hours shall be used at Client's direction. Tyler will invoice Client for the service hours added herein, plus expenses, as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: [signature]

Name: Rob Kennedy-Jensen

Title: Senior Corporate Attorney

Date: 7/10/17

Santa Fe, NM

By: [signature] for BKS

Name: Brian K. Snyder

Title: City Manager

Date: 7/5/17

Attest:

Yolanda Y. Vigil

Yolanda Y. Vigil, City Clerk

CAS

Approved as to form:

MDM 6/30

Kelley A. Brennan, City Attorney

Approved:

Adam K. Johnson 7.6.17

Adam K. Johnson, Finance Director

ITEM # 17-0381

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement, including the Exhibits attached thereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Santa Fe, New Mexico.
- **"Data"** means your data necessary to utilize the Tyler Software, including Client developed business rules provided to Tyler by the Client to the exent such rules are necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity, if any, for your Data identified in the Investment Summary.
- **"Days"** means calendar days unless specifically identified otherwise in the Agreement or Statement of Work.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, including in our proposal response to Attachment B from the City RFP, or their functional equivalent. In the event of a conflict between the functional descriptions in our Proposal and the functional descriptions in our then-current Documentation, the descriptions in our Proposal will control; however, and notwithstanding the foregoing, 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 Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services for the Munis Tyler Software. The Defined Concurrent Users for the Agreement are one hundred (100) as set forth in the Munis Investment Summary.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services for the "Energov" labeled modules. The Defined Named Users for Energov labeled modules under this Agreement are set forth in the Energov Investment Summary.
- **"Defined Users"** means the Defined Concurrent Users and Defined Named Users authorized to use the SaaS Services as set forth in the Investment Summaries.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Internal Business Processes"** means those non-commercial administrative and operational functions you perform in the ordinary course of your business, as described in your Request for Proposal ("RFP").
- **"Investment Summary"** or **"Investment Summaries"** means the agreed upon cost proposal for the products and services set forth in this Agreement. The Investment Summary for the Munis products and services is attached as Schedule 1 to Exhibit A. The Investment Summary for the Energov products and services is attached as Schedule 2 to 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 a user's desktop 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 Munis and Energov Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work for Munis is attached as Schedule 1 to Exhibit E. The Statement of Work for Energov is attached as Schedule 2 to 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 Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as exhibits to this Agreement.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your Internal Business Processes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8). To the extent you license MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Schedule 2 to Exhibit D.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). The foregoing notwithstanding, prior to charging any additional fees for the first instance that you exceed the number of Defined Users and/or amount of Data Storage Capacity, Tyler will work with you on a best practices plan. If the Defined Users or Data Storage Capacity continues to be meaningfully exceeded after such best practices plan, Tyler will work with you to make plans for future use, provide an estimate of fees for increases to the number of Defined Users and/or amount of Data Storage, and receive written approval from you to proceed with such increase(s). If you elect not to increase the number of Defined Users or the amount of Data Storage Capacity, you agree that Tyler shall have the right to charge you additional fees for overage(s) as set forth in this paragraph in the event that you once again exceed the limits set forth in this Agreement.

3. Ownership.

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

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

   3.3 You retain all ownership and intellectual property rights to the Data. Any and all data stored on our servers or within our custody, in order to execute this Agreement, is the sole property of the Client. We, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Client's data in any manner, or provide to any entity or person outside of the Client without the express written authorization of the Client.

   3.4 To the extent applicable, we will reproduce and include Client's copyright and other proprietary notices and product identifications.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify (defined to include any actions taken by the City to alter the SaaS services), make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building

or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

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

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide written notice of any compromise of the Tyler software and/or your data in accordance with applicable federal and state law. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. To the extent there are costs associated with any requested additional security audit, prior to conducting such audit, we will provide you with a cost estimate and receive your written approval to proceed. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe, not to exceed two (2) weeks time, after receipt of the request.

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

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C –PROFESSIONAL SERVICES

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

2. Professional Services Fees. You agree to pay us the professional services fees in accordance with the milestones set forth in the Invoicing and Payment Policy, which are based on the amounts set forth in the Investment Summary. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our judgment and expertise. The parties agree that the services included in the Investment Summary are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement as of the Effective Date, provided each party timely meets its obligations under the Agreement. Tyler has provided not to exceed amounts for implementation costs; notwithstanding the foregoing, we will bill you the actual fees incurred based on the in-scope service provided to you. In the event that the services set forth in this Agreement are not reasonably sufficient to deliver the scope of work, at no fault of the Client, we will complete the scope of work at no additional cost to the Client.

3. Additional Services. If additional work is required beyond the scope of work, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our

personnel, including arranging travel reservations, at least one (1) week in advance of commitments. Therefore, if you cancel services less than one (1) week in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within one (1) week of scheduled commitments. You will not be responsible for fees related to cancellations initiated by us.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards, and sufficient to complete the services in the Statement of Work. The personnel we assign shall have the necessary skills, experience and knowledge to perform their assigned duties. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

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

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). You will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure of our personnel to perform according to the mutually agreeable project schedule.

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

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

   8.2 provide telephone support during our established support hours;

   8.3 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;

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

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

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

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

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

9. Schedule. The Statements of Work contain estimated target Go-Live dates; both parties agree to cooperate and use reasonable efforts to meet such dates. The parties agree and understand that the Statements of Work, including the target Go-Live dates, may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work.

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

11. Subject of Proceedings. Tyler warrants that neither Tyler nor any officer, stockholder, director or employee of Tyler, is presently subject to any litigation or administrative proceeding before any court or administrative body which would prevent us from meeting our obligations under this Agreement; nor, to the best of our knowledge, is any such litigation or proceeding presently threatened against us or any of our officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, we shall disclose such fact to the Client within a reasonable time.

12. API Support. To the extent you have purchased an API from us, the following terms apply. Our APIs are based on standard RESTful web services. Likewise, the associated documentation is in standardized RESTful API documentation format and includes API endpoint information and uses commonly-accepted markdown templates. If you have purchased any APIs, we will provide you with all related then-current documentation and, upon reasonable request, agree to verify that those web service based APIs are functioning consistent with then-current documentation. If they are not so functioning, we will identify the root cause and, if we are the source of the root cause, we will resolve it for no additional fee beyond your then-current maintenance and support fees. If we are not the root cause, or if other support is requested by a third party on your behalf, then we will notify you of such request, provide you with an opportunity to approve or deny Tyler's acceptance of that support call and any related services, and/or quote to you the hours we expect our response to the support call to require at our then-current support services rates, as applicable. We will provide any requested and approved support on that time and materials basis. We are under no obligation to accept support calls from third parties on your behalf.

SECTION D – THIRD PARTY PRODUCTS

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

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

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

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software, service or third party hardware does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. Tyler will continue to provide services while an invoice is in dispute and action items are being addressed. The foregoing notwithstanding, we reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. If you have completed the action plan items agreed to be done by you and we do not complete the action items we have agreed to complete, in a manner that conforms to the terms and conditions of this Agreement, then you may continue to withhold payment and pursue termination under Section F.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, 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 parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, we will provide your historical data in a standard Microsoft SQL Backup file within 10 business days from the date that services cease. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. We agree not to suspend the SaaS services for non-payment in the event of a good-faith invoice dispute pursuant to Section E (2).

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more, subject to the provisions of Section H(9).

2.4 Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Client, this Agreement shall terminate upon thirty (30) days written notice being given by the Client to Tyler. The Client's decision as to whether sufficient appropriations are available shall be accepted by Tyler and shall be final. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 For Convenience. You may terminate this Agreement for your convenience upon thirty (30) days written notice to us. Prior to any such termination being effective, you will provide an opportunity for a meeting with us to discuss alternatives to termination, if any. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Post-Termination Assistance. Upon termination of this Agreement, Tyler shall provide to the Client any post-termination assistance Tyler generally makes available to customers of its SaaS services at the Tyler's current rate for these services. Tyler shall implement an orderly return of the Client's data and other assets or otherwise provide secure disposal of same. We shall provide all Client data in a standard Microsoft SQL Backup file, at no cost to the City. All other post-termination services costs shall be determined and agreed to by both parties.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

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

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

2.2 To the extent permitted by New Mexico law including but not limited to NMSA 1978, § 6-6-11, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

4. **<u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **<u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,**

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

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

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

    a. We shall be reimbursed by the Client for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on Tyler by any authority. The payment of taxes for any money received under this Agreement shall be our sole responsibility and should be reported under our Federal and State tax identification number(s).

    b. We, and any and all subcontractors, shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. We shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. In the event of subcontracting, Tyler shall remain solely responsible for fulfilling the terms and conditions of this Agreement. If Tyler shall employ subcontractors, Tyler agrees that changes to the pricing set forth in the Investment Summary shall require a written change order executed by the Client, however in no such event shall the City be responsible for any increased or additional fees resulting from the use of a subcontractor by Tyler for the provision of the scope of work as of the Effective Date. Any subcontractor employed by Tyler shall be bound to the terms and conditions of this Agreement, including but not limited to, the confidentiality obligations set forth herein.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. In the event of such a reorganization, merger, acquisition or purchase, the Assignor will notify the City of the assignment within a commercially reasonable time.

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

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

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or modified except by an amendment in writing executed by an authorized representative of the parties hereto.

12. Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Tyler and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Client as a result of this Agreement. We acknowledge that all sums received hereunder are personally reportable by us for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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. Notices shall be addressed as follows:

FOR CLIENT

Renée Martínez
City of Santa Fe
rjmartinez@ci.santa-fe.nm.us
505 955-5565

FOR TYLER

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

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials so long as we receive your advance written consent.

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

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the New Mexico State Inspection of Public Records Act (IPRA) or similar applicable public disclosure laws governing this Agreement. Notwithstanding anything in this Agreement, you may disclose confidential information as required by the IPRA; provided, however, that in the event you receive a request for disclosure under IPRA or other similar law, you will give us prompt notice and otherwise perform the functions required by applicable law. Upon your request, we agree to provide data to assist you in complying with requests made under the IPRA or other similar law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. Tyler shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Client disclosed to us as of the Effective Date. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable federal and state laws existing as of the Effective Date. Should laws applicable to our performance under this Agremeent change post-signature, we reserve the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance or regulation.

    Tyler shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the Client's policies disclosed to Tyler as of the Effective Date prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on Client property at all times while performing duties pursuant to this Agreement. Tyler agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for termination of the Agreement by the Client pursuant to Section F.

In any action, suit or legal dispute arising from this Agreement, the Tyler agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

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

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

22. New Mexico Tort Claims Act. Any liability incurred by the Client in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Client and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

23. Release. In the event either party terminates this Agreement pursuant to Section F, the parties agree to negotiate in good faith a mutually applicable release which shall set forth the scope of each party's respective liabilities, claims and obligations upon termination. The foregoing notwithstanding, except as otherwise provided herein or in an addendum executed by both parties pursuant to Section H (11), Tyler agrees not to purport to bind the Client to any obligation unless Tyler has express written authority to do so, and then only to within the strict limits of that authority. .

24. Records and Audit. Tyler shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Client, the Department of Finance and Administration, and the State Auditor. The Client shall have the right to audit the billing once per year on one week advance written notice or on such other timeframe as the parties may mutually agree. Payment under this Agreement shall not foreclose the right of the Client to recover excessive or illegal payments as permitted under applicable law.

25. Conflict of Interest. Tyler warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Tyler certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state

employee or former state employee have been followed.

26. New Mexico Employees Health Coverage.

   (a) If Tyler has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Tyler certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Tyler and the Clientexceed $250,000 dollars.

   (b) To the extent required by applicable law, Tyler agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

27. New Mexico Employees Pay Equity Reporting. Tyler warrants that, as of the Effective Date of this Agreement, it is exempt from filing the PE10-249 form as it does not have ten (10) or more New Mexico employees or eight (8) or more New Mexico employees in the same job classification. Should Tyler meet the size requirement following the Effective Date, Tyler agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement as required by applicable law.

28. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: DocOrigin End User License Agreement
	Schedule 2: MyGovPay/Virtual Pay
Exhibit E	Statements of Work
	Schedule 1: Munis Statement of Work
	Schedule 2: Energov Statement of Work
Exhibit F	Tyler's Proposals dated March 4, 2016 and June 9, 2016, including Tyler's Responses to the Client's Request for Clarification
Exhibit G	Client's Requests for Proposal, RFP #16/22/P and RFP #16/42/P

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of preference:

- This Agreement, inclusive of Exhibits A-E
- Exhibit F – Tyler's Proposals
- Exhibit G – Client's RFPs

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:______________________________

Name:____________________________

Title:_____________________________

Date:_____________________________

City of Santa Fe

By:______________________________

Name: Javier M. Gonzales

Title: Mayor

Date:_____________________________

Attest:

____

Yolanda Y. Vigil, City Clerk

Approved as to Form:

4/4/17

Kelley A. Brennan, City Attorney

Approved:

____

Adam K. Johnson, Finance Director

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 5/11/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 4/26/17

DATE:

APPROVED AS TO FORM:

See previous page

KELLEY A. BRENNAN, CITY ATTORNEY

DATE:

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

DATE: 5/11/17

Business Unit Line Item

TYLER TECHNOLOGIES, INC.

Abigail Diaz, Chief Legal Officer

DATE: 4/10/17

CRS# 03-034875-00-7
City of Santa Fe Business
Registration # 17-00143715

Exhibit A
Investment Summary

The following Investment Summaries detail the software and services to be delivered by us to you under the Agreement. The Investment Summaries are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement and/or the Statement of Work attached thereto. To the extent there is a conflict between the comments in the Investment Summary and the terms of the Agreement, the terms of the Agreement shall control.

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Quoted By:	David Carll
Date:	3/23/2017
Quote Expiration:	7/11/2017
Quote Name:	City of Santa Fe-ERP-Munis
Quote Number:	2017-25595
Quote Description:	City of Santa Fe NM Tyler Quote Saas 7 v9 032317

Sales Quotation For

City of Santa Fe
2511 Camino Entrada
Santa Fe, New Mexico 87507
Phone (505) 955-5111
Fax: (505) 955-5159

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Financial:					
Accounting/GL/BG/AP	7	$108,156.00	46	$58,650.00	$20,200.00
Bid Management	7	$13,489.00	7	$8,925.00	$0.00
BMI Asset Track Interface	7	$3,522.00	5	$6,375.00	$0.00
BMI CollectIT Interface	7	$3,522.00	5	$6,375.00	$0.00
Capital Assets	7	$27,223.00	14	$17,850.00	$4,500.00
Cash Management	7	$21,371.00	9	$11,475.00	$0.00
Contract Management	7	$13,685.00	7	$8,925.00	$0.00
Employee Expense Reimbursement	7	$11,173.00	9	$11,475.00	$0.00
Inventory	7	$27,207.00	14	$17,850.00	$7,000.00
Project & Grant Accounting	7	$18,765.00	11	$14,025.00	$3,500.00
Purchasing	7	$50,654.00	32	$40,800.00	$4,000.00
Standard Fuel Interface - SeeComments	7	$3,522.00	5	$6,375.00	$0.00
Work Orders, Fleet & Facilities Management	7	$35,480.00	44	$56,100.00	$0.00

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Human Capital Management:					
Human Resources & Talent Management	7	$12,217.00	8	$10,200.00	$0.00
Payroll w/ESS	7	$28,765.00	20	$25,500.00	$21,800.00
Recruiting	7	$5,394.00	4	$5,100.00	$0.00
Risk Management	7	$19,312.00	11	$14,025.00	$0.00
Revenue:					
Accounts Receivable	7	$24,013.00	21	$26,775.00	$0.00
General Billing	7	$12,086.00	12	$15,300.00	$18,000.00
Tyler Cashiering	7	$34,654.00	9	$11,475.00	$0.00
Productivity:					
Citizen Self Service	7	$23,180.00	1	$1,275.00	$0.00
eProcurement	7	$20,038.00	1	$1,275.00	$0.00
Munis Analytics & Reporting (SaaS)	7	$61,622.00	16	$20,400.00	$0.00
Tyler Content Manager Self-Service (SE)	7	$4,368.00	2	$2,550.00	$0.00
Tyler Content Manager SE	7	$34,612.00	8	$10,200.00	$0.00
Tyler Forms Processing	7	$11,540.00	0	$0.00	$0.00
Additional:					
Payroll Tax Table Updates	7	$1,000.00	0	$0.00	$0.00
TOTAL:		**$630,570.00**	**321**	**$409,275.00**	**$79,000.00**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Payroll 2nd Database Conversion	$0.00	0	$0.00	$12,800.00	$12,800.00	$0.00
PO History Conversion 6 Years	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$18,800.00**	**$18,800.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	18	$7,500.00	$0.00	$135,000.00
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Change Management Consulting Solution	1	$75,000.00	$0.00	$75,000.00
P-Card Import Format W/Encumbrances	1	$15,000.00	$0.00	$15,000.00
Post live Implementation Days	25	$1,275.00	$0.00	$31,875.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Financial	1	$3,400.00	$0.00	$3,400.00
Tyler Forms Library - General Billing	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Payroll	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Personnel Action	1	$1,400.00	$0.00	$1,400.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	$3,600.00	$0.00	$3,600.00
Tyler PO Distribution - Level 4	1	$2,500.00	$0.00	$2,500.00
VPN Device	1	$4,000.00	$0.00	$4,000.00
TOTAL:				**$285,775.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA692)	1	$2,295.00	$0.00	$2,295.00	$0.00	$0.00	$0.00
BMI-ASSETRACK-ARS for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	$2,975.00	$0.00	$2,975.00	$0.00	$0.00	$0.00
BMI CollectIT Barcode PrinterKit	1	$1,295.00	$0.00	$1,295.00	$0.00	$0.00	$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	$2,295.00	$0.00	$2,295.00	$0.00	$0.00	$0.00
BMI Transtrak Fixed Asset Receiving System	1	$3,345.00	$0.00	$3,345.00	$0.00	$0.00	$0.00
Cash Drawer	1	$230.00	$0.00	$230.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	1	$385.00	$0.00	$385.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	1	$25.00	$0.00	$25.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	1	$62.00	$0.00	$62.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	1	$1,600.00	$0.00	$1,600.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$29,137.00*			*$0.00*
TOTAL:				**$29,137.00**			**$0.00**

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Licensing & Regulatory Suite (LRM)	$169.00	10	$20,280.00
EnerGov Permitting & Land Management Suite (PLM)	$160.00	80	$153,600.00
Extensions:			
EnerGov Adv Server Extensions Bundle	$725.00	Site License	$8,700.00
EnerGov Citizen Access Web Portal - Licensing & Reg Mgmt (LRM)	$625.00	1	$7,500.00
EnerGov Citizen Access Web Portal - Permitting & Land Mgmt (PLM)	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$1,250.00	Site License	$15,000.00
EnerGov GIS	$1,583.00	Site License	$19,000.00
EnerGov IG Workforce Apps	$49.00	21	$12,348.00
EnerGov IVR API	$313.00	1	$3,750.00
EnerGov My GovPay	$0.00	Site License	$0.00
EnerGov Permitting & Land Management SDK	$271.00	Site License	$3,250.00

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
EnerGov VirtualPay	$0.00	1	$0.00
Tyler Content Manager Standard Edition	$783.00	Site License	$9,400.00
TOTAL:			**$267,828.00**

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Certification Exam Admin(3 Courses, 6 participants each)	18	$300.00	$5,400.00	$0.00
EnerGov Certification Onsite Training(3 Courses)	64	$175.00	$11,200.00	$0.00
EnerGov Configuration Services	2388	$175.00	$417,900.00	$0.00
EnerGov Data Conversion Services	175	$250.00	$43,750.00	$0.00
EnerGov Fundamentals Training	64	$175.00	$11,200.00	$0.00
EnerGov Onsite Training & Production Support Services	192	$175.00	$33,600.00	$0.00
EnerGov Onsite Train-the-Trainer Services	32	$175.00	$5,600.00	$0.00
EnerGov Prerequisite Training Courses			$7,200.00	$0.00
EnerGov Project Management Services	768	$175.00	$134,400.00	$0.00
Report Development Consulting Services	32	$250.00	$8,000.00	$0.00
Tyler Change Management Service EnerGov	1	$15,000.00	$15,000.00	$0.00
Tyler Content Manager Services	40	$175.00	$7,000.00	$0.00
TOTAL:			**$700,250.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$898,398.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,493,100.00	$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	$29,137.00	$0.00
Summary Total	**$1,522,237.00**	**$898,398.00**
Contract Total (Excluding Estimated Travel Expenses)	**$7,811,023.00**	
Estimated Travel Expenses	**$248,616.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals	$3,000.00	$0.00	$3,000.00
Accounting - Budgets	$3,000.00	$0.00	$3,000.00
Accounting Standard COA	$3,500.00	$0.00	$3,500.00
Accounts Payable - Checks	$3,200.00	$0.00	$3,200.00
Accounts Payable - Invoice	$4,500.00	$0.00	$4,500.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Capital Assets Std Master	$4,500.00	$0.00	$4,500.00
General Billing - Bills (2)	$5,500.00	$0.00	$11,000.00
General Billing - Recurring Invoices	$4,500.00	$0.00	$4,500.00
General Billing Std CID	$2,500.00	$0.00	$2,500.00
Inventory - Commodity Codes	$2,500.00	$0.00	$2,500.00
Inventory Std Master	$4,500.00	$0.00	$4,500.00
Payroll 2nd Database Conversion	$12,800.00	$0.00	$12,800.00
Payroll - Accrual Balances	$2,500.00	$0.00	$2,500.00
Payroll - Accumulators	$2,000.00	$0.00	$2,000.00
Payroll - Check History	$2,000.00	$0.00	$2,000.00
Payroll - Deductions	$2,800.00	$0.00	$2,800.00
Payroll - Earning/Deduction Hist	$3,500.00	$0.00	$3,500.00
Payroll - PM Action History	$2,000.00	$0.00	$2,000.00
Payroll - Position Control	$2,000.00	$0.00	$2,000.00
Payroll - Standard	$3,000.00	$0.00	$3,000.00
Payroll - State Retirement Tables	$2,000.00	$0.00	$2,000.00
PO History Conversion 6 Years	$6,000.00	$0.00	$6,000.00
Project Grant Accounting Standard	$3,500.00	$0.00	$3,500.00
Purchasing - Purchase Orders - Standard	$4,000.00	$0.00	$4,000.00
TOTAL:			**$97,800.00**

Optional SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Financial:					
Performance Based Budgeting	7	$37,076.00	26	$33,150.00	$0.00
Human Capital Management:					
Talent Management	7	$4,696.00	3	$3,825.00	$0.00
Revenue:					
Central Property File	7	$2,742.00	1	$1,275.00	$0.00
Maplink GIS Integration	7	$12,611.00	1	$1,275.00	$0.00
Productivity:					
Transparency Portal	7	$15,000.00	0	$0.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	7	$2,940.00	2	$2,550.00	$0.00
Tyler Content Manager eCommerce (SE)	7	$2,940.00	2	$2,550.00	$0.00
Tyler Content Manager GIS Interface (SE)	7	$2,940.00	2	$2,550.00	$0.00
Additional:					
CAFR Statement Builder	7	$14,450.00	4	$5,100.00	$0.00
Tyler Incident Management	7	$19,270.00	10	$12,750.00	$0.00
	TOTAL:	**$114,665.00**	**51**	**$65,025.00**	**$0.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Capital Assets - History - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Contracts - G	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
Payroll - Certifications - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Payroll - Education - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll - Recruiting - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Project Grant Accounting - Actuals - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Project Grant Accounting - Budgets - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Work Order - Closed Work Order History No Cost Data - G	$0.00	0	$0.00	$7,500.00	$7,500.00	$0.00
Work Order - Work Order Asset - G	$0.00	0	$0.00	$5,000.00	$5,000.00	$0.00
Work Order - Work Order History With Cost Data - G	$0.00	0	$0.00	$7,500.00	$7,500.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$41,000.00**	**$41,000.00**	**$0.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
24 Month Performance Bond	1	$43,836.00	$0.00	$43,836.00
Dedicated Full Time Project Manager (Monthly)	1	$20,750.00	$0.00	$20,750.00
TOTAL:				**$64,586.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Capital Assets - History	$3,000.00	$0.00	$3,000.00
Contracts	$6,000.00	$0.00	$6,000.00
Payroll - Certifications	$2,000.00	$0.00	$2,000.00
Payroll - Education	$2,000.00	$0.00	$2,000.00
Payroll - Recruiting	$2,000.00	$0.00	$2,000.00
Project Grant Accounting - Actuals	$3,000.00	$0.00	$3,000.00
Project Grant Accounting - Budgets	$3,000.00	$0.00	$3,000.00
Work Order - Closed Work Order History No Cost Data	$7,500.00	$0.00	$7,500.00
Work Order - Work Order Asset	$5,000.00	$0.00	$5,000.00
Work Order - Work Order History With Cost Data	$7,500.00	$0.00	$7,500.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			**$41,000.00**

Optional EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Full Data Conversion Services	442	$250.00	$110,500.00	$0.00
TOTAL:			**$110,500.00**	**$0.00**

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

Customer Approval: ________________ Date: ________________

Print Name: ________________ P.O. #: ________________

All primary values quoted in US Dollars

Comments

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

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

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

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

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

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

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

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

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

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

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

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

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

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

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

Comments
ACA 1095C.

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

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

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

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

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

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

The SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

EnerGov monthly fees are rounded, excluding cents.

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

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Inccludes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.

AssetTrak PPC Software, PA690 Portable Data terminal, Integrated Laser Scanner, USB Com/Charging cable w/ps, PDT Users Licenses for TrakSync and AssetTrak PPC Includes: 1 year phone support & software upgrades, Subsequent support and upgrade plans are available directly through BMI. Up to 4 hrs of remote Install/training via GoToMeeting.

End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources.

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

ENERGOV notes below:

Comments

Project Scope for system configuration by Tyler will be limited to the following transaction/workflow types:
*25 Average Unique Business Transactions (24 Permitting, 1 Code)
*60 Template Transaction Types (35 Permitting, 15 Code, 10 Licensing)
*20 Geo-Rules
*20 Intelligent Objects & Intelligent Automation

Data Conversion services included will include the DCT-DB, requiring City staff to populate the template database for data conversion.

Proposal is prepared as a "not-to-exceed" (NTE) proposal.

Exhibit B
Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS fees for year one are invoiced quarterly in advance, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The foregoing notwithstanding, Tyler shall provide the first three (3) months of Munis SaaS services following the Effective Date and the first six (6) months of EnerGov SaaS services following the Effective Date at no cost to the Client. Subsequent annual SaaS fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date. Your annual SaaS fees for the initial term are set forth in the Investment Summaries. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document and acceptance by the Client. For purposes of this paragraph, acceptance shall be as defined in the Statements of Work.

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

   2.3 *Implementation and Other Professional Services (including training)*: Tyler implementation services, by phase, are set forth in the lump sum amounts set forth below and shall be invoiced in accordance with the following milestones:

Munis:

Service Type	Days	Cost
Implementation Days	319	$406,725.00
Total		**$406,725.00**

Phase	Control Point	Description	Milestone Amount
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1)	$27,795.00

Phase	Control Point	Description	Milestone Amount
		• Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)	
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train	$41,692.50
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)	$48,641.25
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production	$55,590.00
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)	$34,743.75
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)	$41,692.50
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$27,795.00
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)	$6,630.00
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)	$13,260.00
2	2.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)	$16,575.00

Phase	Control Point	Description	Milestone Amount
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)	$16,575.00
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)	$6,630.00
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$6,630.00
3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)	$6,247.50
3	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)	$12,495.00
3	3.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)	$15,618.75
3	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)	$12,495.00
3	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing	$9,371.25
3	3.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$6,247.50
		Total	**$406,725.00**

EnerGov:

Deliverable / Payment	Deliverable Description	Milestone Payment
Stage 0 - Software Delivery		
Deliverable 0-1	Tyler software is made available to customer	
Deliverable 0-2	Pre-Req Online training made available	**$7,200.00**
Deliverable 0-3	Data Conversion Pre-Implementation Technical Support and Documentation	
Stage 1 - Project Initiation & Planning		
Deliverable 1-1	Performed Project Initiation and Project Management Tasks	**$35,000.00**
Stage 2 - Assess & Define and Fundamentals Training		
Deliverable 2a-1	Perform 64 hours of on-site Fundamentals Training	**$11,200.00**
Deliverable 2b-1	Assess & Define Business Transactions: Specification design for up to 25 unique in-scope EnerGov business transactions	**$37,000.00**
Deliverable 2b-2	Assess & Define Business Transactions: Specifications design for up to 60 template in-scope EnerGov Business Transactions	**$45,400.00**
Deliverable 2b-3	Assess & Define Geo-Rules: Specification design for up to 20 geo-rules in scope	**$8,400.00**
Deliverable 2b-4	Assess & Define Intelligent Objects and IAA's: Specification design for up to 20 IO/IAA in scope	**$8,400.00**
Deliverable 2b-5	Assess & Define Core Components: Specifications for core system configuration (rights, roles, security, contracts, etc.)	**$10,000.00**
Deliverable 2b-6	Project Management for Stage	**$26,250.00**
Stage 3 - System Configuration and Internal Test		
Deliverable 3a-1	Configure Business Transactions: configuration for up to 25 unique in-scope EnerGov business transactions	**$56,000.00**
Deliverable 3a-2	Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions	**$35,000.00**
Deliverable 3a-3	Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions	**$35,000.00**
Deliverable 3a-4	Configure Geo-Rules: configuration for up to 20 in-scope geo-rules	**$8,400.00**
Deliverable 3a-5	Configure Intelligent Objects and IAA's: configuration for up to 20 IO/IAA in scope	**$16,800.00**
Deliverable 3a-6	Configure Core Components: configuration for core system configuration (rights, roles, security, contracts, etc.)	**$12,600.00**
Deliverable 3a-7	Configure EnerGov to Integrate with TCM	**$7,000.00**
Deliverable 3a-8	Provide 64 hours of on-site certification training for up to 10 users	**$11,200.00**
Deliverable 3a-9	Provide Certification exams for up to 6 users	**$5,400.00**
Deliverable 3b-1	Internal test of EnerGov configuration: Internal review and test of in-scope EnerGov Business Transactions and core system configuration	**$44,100.00**
Deliverable 3b-2	Project Management for Stage	**$17,500.00**

Stage 4- System Build - Build Specifications and Build and Train -The Trainer		
Deliverable 4-1	Develop data conversion specifications & mapping: HTE Data Source & Desert Elements Data source & 4 MS Access Data Sources (Archeology, Historic Districts Review Board Case Files, Administrative Approvals, Historic Violations) (6 sources)	**$25,000.00**
Deliverable 4-2	Develop data conversion utilities: HTE Data Source & Desert Elements Data source & 4 MS Access Data Sources (Archeology, Historic Districts Review Board Case Files, Administrative Approvals, Historic Violations) (6 sources)	**$18,750.00**
Deliverable 4-3	Provide 32 hours of on-site Train-the-Trainer Training	**$5,600.00**
Deliverable 4-4	Project Management for Stage	**$17,500.00**
Stage 5 - Acceptance Validation, Testing, and UAT Training		
Deliverable 5a	System Acceptance Planning	**$3,500.00**
Deliverable 5b	Provide 32 hours of on-site User Acceptance Training	**$5,600.00**
Deliverable 5c-1	System Verification and System Acceptance resolution: resolve configuration issues of the 25 unique EnerGov business transactions in scope	**$35,000.00**
Deliverable 5c-2	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope	**$20,000.00**
Deliverable 5c-3	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Templateunique EnerGov business transactions in scope	**$20,000.00**
Deliverable 5c-4	System Verification and System Acceptance resolution: resolve configuration issues of the 20 geo-rules in scope	**$4,200.00**
Deliverable 5c-5	System Verification and System Acceptance resolution: resolve configuration issues of the 20 IO/IAA in scope	**$4,200.00**
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	**$29,900.00**
Deliverable 5e	Project Management for Stage	**$14,000.00**
Stage 6 - User Training		
Deliverable 6-1	96 hours of on-site End user training performed	**$16,800.00**
Deliverable 6-2	Project Management for Stage	**$10,500.00**
Stage 7 - Production & Production Support		
Deliverable 7-1	Provide 96 hours of Onsite production support	**$11,200.00**
Deliverable 7-2	Project Management for Stage	**$10,150.00**
	Total	**$689,750.00**

2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually provided by Tyler.

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

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service and acceptance by the Client. For purposes of this paragraph, acceptance shall be as defined in the Statements of Work.. For the avoidance of doubt, where "Project Planning Services" are provided, and are not accounted for in the payment milestones in paragraph 2.3 above, payment will be due upon delivery of the Implementation Planning document. The foregoing notwithstanding, the following services will be invoiced as follows:

- AP Positive Pay Export Format: invoiced as incurred, if new format is required.
- AP/PR Check Recon Import: invoiced as incurred, if new format is required.
- PR Positive Pay Export Format: invoiced as incurred, if new format is required.
- Install Fee: Invoiced upon installation completion.
- 25% Dedicated Project Manager: Invoiced monthly in arrears, triggered on the next full month after the first planning meeting.
- Tyler Forms Processing Configuration: Invoiced upon sign-off on Installation of the Tyler Forms Server.
- Tyler Forms Libraries: Invoiced upon Client sign-off to load the respective forms library in the Live environment.

2.8 *Change Management Services*: Change Management Services for Munis and EnerGov, to be provided as set forth in the Munis SOW, will be invoiced in the following amounts and upon the following milestones:

Milestone ID	Milestone	Amount
CM1.1	Acceptance of Change Management Discovery Analysis	15%
CM1.2	Delivery of Change Management Plan and Strategy Presentation	10%
CM1.3	Acceptance of Executive Playbook	15%
CM1.4	Acceptance of Resistance Management Plan	15%
CM1.5	Acceptance of Procedural Change Communications Plan	10%

CM1.6	Change Management Coach Training	20%
CM1.7	Change Management After-Action Review	15%
	Total	$90,000.00

3. Third Party Products.

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

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

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery. The parties acknowledge that the invoice dispute process in Section E (2) of the Agreement shall apply in the event that the Third Party Hardware does not meet the warranties set forth in the Agreement.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Tyler agrees that its personnel shall not invoice the Client for fees for implementation or other professional services while in transit to the Client's site; only those expenses set forth in our then-current Business Travel Policy shall be permitted. Copies of receipts will be provided to Client; provided, however, that receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

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

   - Up to five days = one checked bag
   - Six or more days = two 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; 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 up to a maximum of $60 per trip. No public transportation expenses are reimbursable if a rental car is in use for the trip. 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. Additionally, Tyler's TMC will use reasonable efforts to confer with the City of Santa Fe and utilize any discounts and/or special room rates available to the City.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

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.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

III. Service Availability

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

a. Your Responsibilities

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

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

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

b. Our Responsibilities

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

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

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

c. Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 7% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

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

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	5% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	7% credit of fee for affected billing cycle will be posted to next billing cycle

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

IV. Applicability

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

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

V. Force Majeure

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

We provide the following channels of software support:

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

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

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

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

Remote Support Tool

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

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
DocOrigin End User License Agreement

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DocOrigin

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

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

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

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

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

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

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

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

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

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

7. **TERM AND TERMINATION**

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

7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. **GENERAL PROVISIONS**

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

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

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

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

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

Last Updated: [July 18 2013]

Exhibit D
Schedule 2
MYGOVPAY/VIRTUAL PAY

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies *(Powered by Persolvent)*, designed for Citizen Users to use for processing online payments. That access will be provided on the following terms and conditions, except as otherwise provided in the Merchant Application and Merchant Processing Agreement attached at Schedule 1 to this Exhibit.

(a) Special MyGovPay/VirtualPay Definitions.
"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.
"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.
"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.
"Persolvent" means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.
"Use Fees" means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay* .
"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

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

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

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth in Schedule 1 to this Exhibit E

shall apply if Customer elects to use MyGovPay/Virtual Pay.

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

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

Exhibit E
Statements of Work

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Exhibit E
Schedule 1
Munis Statement of Work

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Tyler Technologies – City of Santa Fe, NM

MUNIS - Statement of Work

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Section A: Executive Summary

A.1 Project Overview

The City of Santa Fe intends to replace its current software system environment that supports various business processes with an Enterprise Resource Planning (ERP) Software System through this project. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- There are limited automated workflow processes and approvals implemented at the City
- There is a reliance on manual and paper-based processes, including tracking and calculating information external to key applications
- There is a lack of comprehensive accounts receivable and cash receipts functionality
- Several business processes rely on disparate systems and manual processes including those for human resources, payroll, and project tracking, among others
- Opportunities for increasing transparency into City fiscal and land use information through the City website exist

The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The City is currently using JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control. The City implemented EnterpriseOne with core financial functionality initially, and later engaged in a project to convert Human Resources and Payroll data from the legacy Infinium system to EnterpriseOne. Much data resides in the legacy Infinium application and was not converted, resulting in City staff relying on Infinium as a source of data on a regular basis.

The City is also currently using SunGard HTE system modules to manage functions including Planning, Permitting, Inspections, Land Management, and Code Enforcement. The City is using an in-house developed Constituent Relationship Management (CRM) system to support some aspects of Code Enforcement. The SunGard HTE system will be replaced through a project phase for Tyler EnerGov that will run concurrent with the Munis implementation.

The City retained Berry Dunn McNeil & Parker (BerryDunn) to provide consulting services to conduct a comprehensive evaluation of the various applications in use throughout the City against business needs and best practices in municipal agencies. The focus being to identify, define, evaluate, and plan for the replacement of the existing system software as well as for applications that support related business processes.

In September 2015, BerryDunn facilitated a project kickoff with the City Project Team and department users. BerryDunn then facilitated on-site fact-finding meetings with department users of the existing systems. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the City's existing systems, and identify challenges in the current environment.

The focus of the project initially included core financial, human resources, and payroll functionality. During the fact-finding meetings the City recognized an opportunity to include land use and community development functions in the scope of the work. In October 2015 BerryDunn facilitated a similar fact-finding process to include community development staff and systems in the scope of assessment activities. This fact-finding process for community development included a web survey, a project kickoff meeting, fact-finding meetings with department users of the HTE system, and an outreach meeting with members of the development community. Immediately following the on-site work sessions, BerryDunn coordinated follow-up fact-finding activities in developing an ERP Strategy Report.

From December 2015 through January 2016, the City and BerryDunn worked together to develop a request for proposal (RFP) document for an ERP system. As part of RFP development, BerryDunn facilitated joint requirement planning work sessions with City staff to develop a list of functional and technical requirements for a new ERP system. The finalized list of functional and technical requirements were included as an attachment for vendors to respond to in the RFP package.

In January 2016, the City issued RFP #16-22-P for an ERP system and received proposals in March 2016. From March 2016 through June 2016, the City evaluated the proposals using the criteria described in the RFP, identified a short list of vendors and conducted reference checks, and identified vendors to participate in onsite product demonstrations. Following demonstrations, the City entered into contract negotiations with Tyler Technologies to provide the solutions and services described in this Statement of Work and the associated Agreement.

A.2 Project Criteria for Success

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for City staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the City. City personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization.

- **Dedicated Project Participant Participation** – Tyler understands that City staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports. Similarly, the City understands that Tyler resources are involved in other client engagements that may compete with the amount of time that can be dedicated to the City's implementation. However, it is critical that Tyler acknowledges that its staff must be actively involved and responsive in a timely manner throughout the entire duration of the project. The City will communicate insufficient participation of Tyler staff to Tyler immediately, and during Project Calls as needed.

- **Managing Project Scope** - To implement the project on time and within budget, the City must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project planning activities described in this Statement of Work. The City shall not be charged for any services outside of the scope of work identified in this Statement of Work or the Agreement without prior written approval from City's Project Manager and Executive Team, and as further defined in the Agreement. Change Orders for additional items outside the scope must be submitted in advance and signed by City's Project Manager and Executive Team before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

- **A Focus on Business Process Analysis and Redesign** – In order to maximize the benefit the City can expect to receive through the adoption of the system, the City must be prepared to consider available opportunities to redesign and analyze existing processes in order to maximize the efficiencies provided by the software. It is critical that Tyler, through the implementation process, identify and recommend opportunities for business process redesign based on best practices and functionality available within the scope of the project. Tyler must also be prepared to weigh in on City decision making processes to inform the City of outcomes related to configuration decisions, and any possible complications or efficiencies that might be made available.

A.3 Project Scope

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

Client and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and Client will work together during project planning to mutually identify tasks for remote delivery, as well as any schedule changes or additions that may be conducted remotely.

A.3.1 Module Scope

The scope of modules included in this ERP project includes the following Tyler and Third party software products.

A.3.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Exhibit F- Functional Requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Core Financials**	• Accounting General Ledger • Cash Management • Project & Grant Accounting • Budgeting • Purchasing • eProcurement • Bid Management • Contract Management • Accounts Payable • Accounts Receivable • General Billing • Tyler Cashiering • Capital Assets	July 2017	July 2018 or as defined in the Project Plan

		• BMI Asset Track Interface		
	System Wide	• Tyler Forms Processing • Tyler Content Manager SE • Munis Analytics & Reporting o Munis Office o Tyler Reporting Services o Role Tailored Dashboard		
2	**Core Human Resources / Payroll**	• Payroll w/Employee Self Service • HR & Talent Management • Recruiting • Risk Management • Employee Expense Reimbursement • Payroll Tax Table Updates	January 2018 or as defined in the Project Plan	January 2019 or as defined in the Project Plan
3	**Work Orders/ Asset Management**	• Work Orders, Fleet & Facilities Management • Inventory • BMI CollectIT Interface • Standard Fuel Interface • Citizen Self Service	October 2018 or as defined in the Project Plan	April 2019 or as defined in the Project Plan

A.4 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire Client including process considerations for all departments, including the Buckman Direct Diversion and Santa Fe Solid Waste Management Association.

A.5 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.7 will be considered out of scope.

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

Accounts Payable Standard Master	Vendor Master
Detailed GL History 10 year	General ledger – detailed history up to 10 years
Capital Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Payroll - Deductions	Employee Deductions
Payroll - Accrual Balances	Employee Accrual Balances
Payroll - Accumulators	YTD, QTD, MTD Accumulators
Payroll - Check History	Payroll Check History
Payroll - Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - PM Action History	Personnel Actions History
Payroll - Position Control	Payroll Position Control and History
Payroll - State Retirement Tables	Employee retirement
Payroll - Standard	Payroll Employee Master
Payroll – 2nd Database Conversion	Additional Payroll Employee Master
PO History Conversion – 6 years	Historical Purchase Orders up to 6 years
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchase Orders - Standard	Open purchase orders with encumbrances

A.6 Import and Export Scope

The standard file layouts and methods will be used for each interface listed in Exhibit F. For each standard interface, Tyler encourages that Client has an active support agreement with the third party system and for Client to be on a current version actively supported by the manufacturer/developer of the product installed. Client understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

A.7 Reports

All in scope standard reports (those designated with a "S" or "Standard Report" response in the functional requirements – Exhibit F) are going to be met with the delivered report out of Munis. Any changes or customizations of these standard delivered reports requested by Client may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. Client will also have available a Report Library of over 200 reports via the Munis Support Website.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, Client will have the ability to create its own custom reports and modify any report from the TRS Report Library. Tyler Reporting Services Training typically occurs 4 – 6 week after the phase 1 go-live, with a one-time 3 day onsite training session.

A.8 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with Client resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

A.9 Development Services

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Tyler Development and a quote will be provided.

A.10 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for Client review and follow the Deliverable acceptance procedures defined in Section C.11. The content of each Deliverable is described in Appendix 1: Deliverable Expectation Document.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8
Lessons Learned Document	1	1-9
Phase 2		
Project Plan	2	2-2
User Manual	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6

Deliverable	Phase	Deliverable Number
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9

A.11 Tyler Forms

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of Client's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Work Order/Pick Ticket Library includes: 4 (Total) Designs of Any Combination – Work Order and/or Pick Tickets

Section B: Project Governance

B.1 Client Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of Client and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

B.2 Client Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	Client Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
Client Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	Client Project Manager
Acceptance of Control Points / Deliverables	Client Project Manager
Configuration Decisions	Client Project Team

B.3 Executive Project Sponsors:

The Client Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for Client.

Resource	Title
Brian Snyder	City Manager
Renée Martínez	Deputy City Manager
Irene Luettgen	ITT Department Director
Adam Johnson	Finance Director
Lynette Trujillo	Human Resource Director

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in Client. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Resource	Title
Brian Snyder	City Manager
Renée Martínez	Deputy City Manager
Irene Luettgen	ITT Department Director
Bogi Malecki	ITT Enterprise Application Services Manager
Adam Johnson	Finance Director
Lynette Trujillo	Human Resource Director
Nick Schiavo (Acting)	Public Works Director
Patrick Gallagher	Chief of Police

B.5 Project Manager:

Client's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of Client's change management communications and coaching.

Resource	Title
Berry Dunn assigned PM	City Project Manager

B.6 Project Team:

The Project Team will consist of the Project Management Team and the Functional Leads. The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Client tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of Client consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

Client's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in Client.

The assigned Project Management Team will assist the Client Project Manager with daily coordination of project tasks and will be given a fair amount of autonomy to work with the Client Project Manager and make day to day decisions related to project tasks. The team will assist in the review of project deliverables, identify key external stakeholders, circulate project deliverables for City review and collect feedback, participate in recurring project management team status meetings, participate in recurring vendor status meetings, assist to identify and make recommendations on opportunities for business process and organization change decisions and assist with identifying and making recommendation on retaining third party point solution applications. The team will make recommendation to the Steering Committee in matters of changes to scope, schedule and budget.

Resource	Function
Faustino Contreras	Project Management Team - IT
Marie Lee	Project Management Team - Finance
Melinda Jagles Moquino	Project Management Team - HR

B.7 Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be Client's primary interface to all other users of the system throughout Client (the End Users). Client's End Users will ultimately be the users of the system in all areas through Client. SME proactive adoption of the system is vital to Client realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Title
Adam Johnson to assign	Accounting General Ledger
Adam Johnson to assign	Cash Management
Adam Johnson to assign	Project & Grant Accounting
Adam Johnson to assign	Budgeting
Adam Johnson to assign	Requisitions
Adam Johnson to assign	Purchase Orders
Adam Johnson to assign	eProcurement
Adam Johnson to assign	Bid Management
Adam Johnson to assign	Contract Management
Adam Johnson to assign	Accounts Payable
Adam Johnson to assign	Accounts Receivable
Adam Johnson to assign	General Billing
Adam Johnson to assign	Tyler Cashiering
Adam Johnson to assign	Fixed Assets
Adam Johnson to assign	BMI Asset Track Interface
Adam Johnson to assign	Payroll w/Employee Self Service
Lynette Trujillo to assign	HR Management
Lynette Trujillo to assign	Applicant Tracking
Adam Johnson to assign	BMI Asset Track Interface
Adam Johnson to assign	Risk Management
Adam Johnson to assign	Employee Expense Reimbursement
Adam Johnson to assign	Work Orders, Fleet Management
Ike Pino to assign	Work Orders, Facilities Management
Adam Johnson to assign	Inventory
	BMI CollectIT Interface
Adam Johnson to assign	Standard Fuel Interface

Sevastian Gurule	Citizen Self Service

B.8 Technical Team:

Client's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for Client. It is expected that the Technical team will be responsible for system administration post go-live.

Client's technical team will be responsible for all technical aspects of the project.

Resource	Title
Felix Herrera	IT Applications Software Specialist
Tom Diaz	IT Applications Software Specialist
Debi Croney	IT Business Liaison
Aaron Star	IT Infrastructure Services

B.9 Upgrade Coordinator

The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and Client resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan, based on the release lifecycle policy and the Client upgrade needs

Resource	Title
Felix Herrera	IT Applications Software Specialist
Tom Diaz	IT Applications Software Specialist

B.10 Client Tyler University Manager

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Client Tyler University Manager is responsible for the following roles:

- Work with the Tyler Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to Client users

- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Tyler Project Manager to import users

Resource	Title
Debi Croney	IT Business Liaison

B.11 Tyler Roles and Responsibilities

B.12 Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided. Tyler Executive Oversight

The Tyler Vice President of Implementation 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 is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Tyler Regional Manager

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the Client project does not negatively impact the Client timeline.

- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with Client's Executive Sponsors, Client's Steering Committee, and/or Client's Project Manager

Resource	Title	Key Personnel

B.14 Tyler Project Manager

Tyler will assign one person the role of "Tyler Project Manager" and that individual will be responsible for the following.

- Serve as primary point of contact for Munis software items

- Coordination of all Tyler resources across all Munis modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the Client project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any Client risks that may negatively impact the project.

Resource	Title	Key Personnel

B.15 Tyler Implementation Consultants

Tyler's Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise Client on the most appropriate way of configuring Munis and overall achievement of the Client project scope and goals. Tyler Implementation Consultants are responsible for:

- Deliver System Administration Training
- Conduct Knowledge Transfer Analysis
- Perform system design and set up table analysis
- Participate or conduct Static Environment Testing
- Assist with Tyler Forms design
- Assist with data conversion analysis
- Train the client in data conversion validation process
- Assist in testing and parallel process
- Conduct Core User training
- Deliver pre-live services
- Provide go live assistance
- Provide post live reconciliation and reporting training

Resource	Title	Key Personnel

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Tyler Implementation Programmers

The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of client's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with Client team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Tyler Support Account Manager

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation client management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting Client plan release upgrades

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

- Managing incoming customer issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Tyler Development
- Communicating with customers on the status and resolution of reported issues

Section C: Project Management

This section outlines key project management tasks that are to occur throughout the project.

C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Tyler get the information necessary to complete the project plan. Project plans for phase 2 and 3 shall be completed at least sixty (60) calendar days prior to the start of any Phase 2 or 3 activities Once the project plan is approved by Client, Tyler's project manager will edit and update as necessary as part of regularly scheduled project management meetings with Client's project manager(s).

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

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review project plan for compliance with SOW and Project Scope	• Review project plan for compliance with SOW
Project Manager	• Work with Tyler project manager to develop project plan	• Take lead in developing project plan
Project Team / Implementation Consultant	• Review project plan	• Review and become familiar with full project plan
Subject Matter Expert / Other	• Identify applicable meetings/deadlines on project plan and plan accordingly	• Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1 Requirements/Notes

The Project Plan will contain:

- Project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- Client Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions
- The project plan will be consistent with the SOW

- All homework and other activities required of either the Client Project Team or Tyler consultants will be included on the project plan.

C.2 Project Status Reports

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the Client Executive Sponsor, Client Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of Control Points and Deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.
- Budget Reconciliation

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and Client on a weekly basis, or more often if deemed necessary by either the Tyler Project Manager or Client Project Managers.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review status reports	• Review status reports
Project Manager	• Provide any necessary updates for status reports • Participate in weekly status meetings • Review status reports	• Prepare status reports • Post status report to project SharePoint • Facilitate weekly status meeting
Project Team / Implementation Consultant	• Review status reports • Participate in weekly status meeting if necessary	• Participate in weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

Client will cooperate and provide information for inclusion on the status report.

Tyler will submit one status report that identifies issues related to the entire project. In the event that Tyler has multiple resources working on the project at one time, the Tyler project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

C.3 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	Client Role	Tyler Role
Steering Committee	• Review SharePoint site as necessary	• Review SharePoint site as necessary
Project Manager	• Manage Client information on SharePoint Site	• Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	• Utilize SharePoint site for project documents (both posting and downloading)	• Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	• Review SharePoint as necessary	• Post trip reports and other documents as necessary.

C.3.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The Client and Tyler will mutually agree upon SharePoint use for the project.

Tyler performs a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

C.4 Agendas

Tyler's project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Session Objectives
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	Client Role	Tyler Role
Steering Committee	• None	None
Project Manager	• Review Agenda • Distribute to Meeting Participants	• Develop agendas • Post agendas to SharePoint

Project Team / Implementation Consultant	• Review Agendas prior to meeting	• Review agendas prior to meeting
Subject Matter Expert / Other	• Review agendas prior to meeting	• Review agendas prior to meeting

C.4.1 Requirements/Notes

- Upon submission of the agenda, Client shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.5 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the Client Executive Steering Committee. It is expected that the Executive Steering Committee will meet on a regular basis and Client project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler's Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	• Participate in meetings at least once per every 2 weeks	• Participate in Steering Committees as necessary
Project Manager	• Develop agenda for steering committee meeting	• Participate in Steering Committees as necessary
Project Team / Implementation Consultant	• None	• None
Subject Matter Expert / Other	• None	• None

C.5.1 Requirements/Notes

In the event that there are project issues that require Tyler's on-site participation, Client will not be required to reimburse the costs of travel for Tyler's Project Manager, Regional Project Manager, or Tyler Executive Sponsor's on-site participation Client may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 Site Reports

Each Tyler resource that is on-site for project activities with Client will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Review site reports	• Review site reports

Project Team / Implementation Consultant	• Review site reports	• Complete site reports
Subject Matter Expert / Other	• Review site reports	• Complete site reports

C.6.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for Client review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 Issues Log and Issue Tracking

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

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

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

Client and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. Client and Tyler Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, Client and Tyler Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager	• Serve as point of escalation of issues	• Serve as point of escalation of issues
Project Manager	• Document and review issues	• Document and review issues

Project Team / Implementation Consultant	• Document issues	• Document issues
Subject Matter Expert / Other	• Report issues to Project Manager or Project Team Lead	• Report issues to Project Manager

C.7.1 Requirements/Notes

- At any time during the project, if Client is not satisfied with the level of response from the Tyler Project Managers or Tyler Regional Manager, or if the Tyler Project Manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, Client will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

C.8 Risk Management

Client and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	Client Role	Tyler Role
Steering Committee	• Address any issues escalated to the Steering Committee level	• Address any issues escalated to the Steering Committee level
Project Manager	• Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee	• Monitor risks and work with Client project manager to develop risk mitigation plans
Project Team / Implementation Consultant	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager
Subject Matter Expert / Other	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager

C.8.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and Client
- Tyler will have responsibility for maintaining the project risk plan.

C.9 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the Client's policies and must provide adequate time for consideration. Client acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement.

C.9.1 Implementation Services Change Process

If Client requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, Client's Project Manager shall deliver to the Tyler's Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide Client with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

C.9.2 Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.
Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:

    - Specification
    - Schedule for completion
    - Minimum version requirements
    - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
    - Impact on current cost and schedule
    - Impact on project goals and objectives
    - Response Due Date
    - Total cost

    All Request for Development will be coordinated and/or approved first by Client Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to Client Executive Team for review at the next Executive Team meeting.

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	Client Role	Tyler Role
Steering Committee	• Review and approve change proposals	• None
Project Manager	• Communicate requested changes to Tyler	• Coordinate change process • Communicate requested changes to Client
Project Team / Implementation Consultant	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager
Subject Matter Expert / Other	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager

C.9.3 Requirements/Notes

- Client acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from Client Project Managers' receipt of such scope change proposal, Client shall notify Tyler in writing if Client elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by Client Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project Control Points, including costs will also elevated to Client Executive Steering Committee for review

C.10 Implementation Control Point and Deliverables:

When complete, all Deliverables and Control Points require acceptance from the Client project manager. Upon completion, the Tyler project manager shall notify the Client project manager and provide any necessary documents for review.

	Client Role	Tyler Role
Steering Committee	• Review any issues escalated from the Client or Tyler project manager	• Review any issues escalated from the Client or Tyler project manager
Project Manager	• Review and accept/reject • Provide feedback on rejections • Review control point and upon completion grant sign off	• Coordinate acceptance process • Review control point and upon completion grant sign off

Project Team / Implementation Consultant	• Review control point	• Review control point
Subject Matter Expert / Other	• Review control point	• Review control point

C.10.1 Implementation Control Point and Deliverable Acceptance Process

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

1. Tyler shall submit each Control Point or Deliverable to Client for review. Upon completion each Control Point or Deliverable, Tyler shall present an acceptance form.

2. If Client does not agree that the particular Deliverable or Control Point has been met, Client shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.

3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. Client shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If you do not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the Client.

5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

C.10.2 Requirements/Notes

- All review and acceptance periods will be identified on the project plan.
- The Client project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.11 Other Project Management Resources

C.11.1 Tyler University

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to Client staff upon installation of Tyler's ERP system.

	Client Role	Tyler Role
Project Manager / Tyler University Manager	• Assist with creation of Tyler University user accounts • Ensure users are following curriculums	• Assist with creation of Tyler University user accounts • Provide user progress reports

	Client Role	Tyler Role
	• Monitor and communicate user progress to City management staff	
Project Team / Implementation Consultant	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• N/A

C.11.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to Client staff at the time of contract signing.

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Utilize Knowledge Base	• Provide reference to knowledge base documents
Project Team / Implementation Consultant	• Utilize Knowledge Base	• Provide reference to knowledge base documents
Subject Matter Expert / Other	• Utilize Knowledge Base	• Provide reference to knowledge base documents

C.11.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for Client's project.
- References to documents on the knowledge base will be specific and direct Client to specific documents.
- Tyler will provide guidance and demonstrate to Client project team members how to use the knowledge base to find necessary information.

Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 2: Hardware Requirements outlines the recommended system requirements for servers and client workstations supporting and accessing the Tyler ERP system.

D.2 Environments

As part of the project, Tyler will assist Client in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Training 2 for PR/HR phase
- Production/Live
- Implementation

D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of Client to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within calendar 60 days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Tyler software on Client's hardware and may require changes to the implementation schedule.

Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in Client's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and Client) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.11.

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and Client have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production

		• Authorization to begin live processing
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Lessons Learned (DED 1-9) • Support transition call complete
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)
2	2.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Lessons Learned (DED 2-9) • Support transition call complete
3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)
3	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)
3	3.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)
3	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes

		• Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)
3	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
3	3.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete

* Note: Client may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 Project Initiation

During this step, Tyler and Client will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing. During the kick off, Tyler's project manager will meet Client's project team and discuss project expectations and policies.

E.3.1 Task – Project Kick Off

	Client Role	Tyler Role
Steering Committee	• Participate in kick off meeting	
Project Manager	• Review SOW • Coordinate kick off meeting	• Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	• Review SOW • Participate in kick off meeting	• Review SOW
Subject Matter Expert / Other	• Participate in kick off meeting	

E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable Client policies.
- The kick off meeting presentation will be a collaborative effort between Client and Tyler
- Tyler will lead development of the kick off presentation (Client to provide input) and the kick off presentation will be developed specific to the Client project (not a generic kick off PowerPoint template).
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables: None
- Project Outcomes:
  - Introduction of all key Client project team members
  - All project team members understand project and contract requirements
  - Client project team members understand Tyler implementation approach

E.4 Project Planning

Client and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1 will occur in phases

E.4.1 Develop Implementation Management Plans

	Client Role	Tyler Role
Steering Committee	• See DED 1	• See DED 1
Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

E.4.2 Develop Project Plan

	Client Role	Tyler Role
Steering Committee	• See Section C.1	• See Section C.1
Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1
Subject Matter Expert / Other	• See Section C.1	• See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and Client project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
  - Deliverable 1: Implementation Management Plans (DED 1)
  - Deliverable 2: Project Plan/Schedule (DED 2)
  - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)

- Project Outcomes:
  - Project Plan Complete
  - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
  - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

- Control Point(s):
  - Phase Schedule Accepted

E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	Client Role	Tyler Role
Steering Committee		• None
Project Manager	• Coordinate COA Spreadsheet Build	• Coordinate COA sessions
Project Team / Implementation Consultant	• Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly •	• Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train Client on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		• SaaS to load converted CoA into Munis

E.5.2 Software installation

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Coordinate software installation activities	• Coordinate software installation activities
Project Team / Implementation Consultant	• None	• None
Technical Team	• Assist with install o Assist with VPN device install o Setup and Install workstations	• Install software

E.5.3 Initial System Administration Training.

	Client Role	Tyler Role
Steering Committee	• None	• None

Project Manager	• Schedule training attendees	• Coordinate Training
Project Team / Implementation Consultant	• Attend Training	• Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	• Attend Training (Client Technical Team)	• None

E.5.4 Project Team Overview:

During this step, Tyler will provide Client Project Team members an overview on standard functionality and module integration points to better understand the system prior to making any project or business processes decisions.

	Client Role	Tyler Role
Steering Committee		• None
Project Manager	• Schedule training and secure training facilities • Attend scheduled sessions	• Schedule and coordinate • Provide overview system training on standard Munis features • Provide "how-to" documentation for all purchased modules
Project Team / Implementation Consultant	• Attend sessions	• Provide overview
Subject Matter Expert / Other	• Attend sessions, as necessary	• None
Tyler University Manager / Tyler Project Manager	• Provide project team login details and curriculum assignments for Tyler University • Ensure users are able to access and enroll in Tyler University courses	• Provide Tyler University user and curriculum requirements Coordinate setup of Tyler University users

E.5.5 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

Chart of Accounts

- Client will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any Client questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the Client chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of Client.

Installation

- Tyler will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the Client Technical Team and select members of the Client Project Team.

Project Team Overview

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing any necessary documents for the users, as needed.
- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.
- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

E.5.6 Outcomes/Deliverables

- Deliverables:
  - N/A
- Project Outcomes:
  - Munis successfully installed and system installation accepted by Client
  - Project team members trained on standard Munis features
  - Chart of accounts defined and loaded into Munis.
- Control Point(s):
  - Chart of Accounts Design Acceptance

E.6 Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in scope items (both functional and organizational) scope to best assess how the Client should be configuring Munis. Prior to the project, Client completed detailed as-is process maps. Tyler consultants will review all Client documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed Client needs and how Munis would be configured to meet these needs.

E.6.1 As-Is Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Complete process questionnaires • Participate in As-Is Sessions	• Review Client project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of Client business processes • Identify detailed configuration

		requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	• Participate in As-Is Sessions	

E.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with Client staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Make decisions on data conversion plans • Identify current data to be converted	• Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	• Identify current data to be converted	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist Client to identify appropriate permissions and roles needed to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Review Client business process and facilitate process to define user access roles and permissions • Identify correct Munis security

		features to match to Client business process decisions
Subject Matter Expert / Other	Participate	

E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate Client's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist Client to identify appropriate workflow roles and processes configurations to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix	• Review Client business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to Client business process decisions
Subject Matter Expert / Other	Participate	

E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface	• Review existing standard interface options within Munis
Subject Matter Expert / Other	Participate	

E.6.6 Program Modifications Analysis

Program customizations or modifications ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• See DED 07	• See DED 07
Subject Matter Expert / Other	Participate	Participate

E.6.7 To-Be Decisions

	Client Role	Tyler Role
Steering Committee	• Review business process decisions • Make decisions elevated to steering committee	
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test	• Conduct analysis of desired process changes • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Prepare System Design Document (DED –5)
Subject Matter Expert / Other	Participate	

E.6.8 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the Client functional requirements as outlined in the scope of the Tyler proposal responses to the City RFPs, specifically in Attachment B to each RFP, as well as any new in-scope requirements identified through the As-Is Analysis and To-Be Analysis processes.

E.6.9 Outcomes/Deliverables

- Deliverable(s):
  - Data Conversion Plan (DED 4)
  - System Design Document (DED 5)

        - Workflow Matrix
        - Security Matrix
    - Modification Specifications, if applicable (DED 7)

- Project Outcomes:
    - Review and analysis of all Client business processes in scope for project
    - Client and Tyler review of best practice recommendations and decision on to-be process
    - Client makes all necessary business process and configuration decisions
    - Tyler documents all Munis set up decisions in system design document

- Control Point(s):
    - Authorization to Proceed to Static Environment Test

E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by Client. This ensures that Client is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow Client Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document as required. • Re-perform SET Test for any changes to major decisions	• Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other	Participate	

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that Client identified as open issues will be re-evaluated, new decisions made, and the items re-tested.

- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that Client can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
  - Static Environment Test Plan (DED 6)

- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - Client ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
  - Authorization to Proceed to Implementation

E.8 Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Tyler will train Client on all system set up tables (codes, global settings, user permissions, etc.). Client is responsible for entering codes into the live Munis database, as instructed.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	
Project Team / Implementation Consultant	• Client builds Set Up tables • Client builds Workflow	• Train Client on completion of Set Up Tables according to analysis sessions • Train Client on Workflow completion
Subject Matter Expert / Other	• Client builds Set Up tables • Client builds Workflow	

E.8.2 Data Conversion and Proofing

Tyler will train Client on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist Client on all initial conversion passes so that Client has the necessary knowledge and tools to proof conversion data. Client is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.
Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		Schedule 2 full passes of each conversion with all applicable tasks within the Project plan. Subsequent passes scheduled as needed.
Project Team / Implementation Consultant	• Client pulls data from legacy system (-) • Client produces balancing reports • Client documents and submits needed corrections to conversion	• Train Client on methods for validating converted data in Munis
Subject Matter Expert / Other	• Client pulls data from legacy system (-) • Client produces balancing reports • Client is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Tyler will produce an error report outlining errors that result from running Client's data through the conversion program. Client is responsible for reviewing the report and investigating solutions • Client validates converted data using error reports, balancing reports, etc.	• Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct Client on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout. • SaaS to load all conversion passes as directed by Tyler PM •

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to Client in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have has been accepted and forms are loaded on Client's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	Client Role	Tyler Role
Steering Committee		

Project Manager	• Client accepts form design and authorizes installation	
Project Team / Implementation Consultant	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Tyler Forms creates form designs from Client mock-ups • Tyler Forms merges data from To-Be Test with Form designs • Tyler sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on client Forms server • Tyler installs Forms Library on client forms server

E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to Client for additional testing.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Modification sign off	• Coordinate sign off
Project Team / Implementation Consultant	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	
Subject Matter Expert / Other	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	• Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps • Tyler's QA team will test customization within applicable, impacted modules • Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification • Programs will be developed to import/export Tyler data in format required • A document is created describing the interface and how to utilize it

E.8.5 SME Training

Tyler will train all Client SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, Client trainees, training room, etc.).

- Client Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	Client Role	Tyler Role
Steering Committee		
Project Manager		Schedule 2 full PR Parallels with Tyler Staff, a 3rd parallel for client to run on their own
Project Team / Implementation Consultant	• Attend training on completing Trial Run/Parallel processes • Complete Trial Run/Parallel process steps, identify discrepancies and correct	• Perform test of Tyler Forms through process testing and training • Train Project Team Leads/Subject Matter Experts on applicable Munis processing • Train Client on completing Trial Run/Parallel processes • Train Client on process of printing and testing forms
Subject Matter Expert / Other	• Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct	
Project Team/Change Management Leads	• Attend Change Management Coach sessions	

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting. Tyler uses a "train the trainer" approach, which will provide the Client Project Team the tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate report training	
Project Team / Implementation Consultant	• Attend report training	• Conduct report training
Subject Matter Expert / Other	• Attend report training	

E.8.7 Requirements / Notes

- **Table Building and Set Up** –
  - All homework tasks will be listed on the project plan

- **Data Conversion** - Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Client must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
- Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.

- **Forms Design**
  - Client must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
  - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**
  - Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing the necessary documents for the users, as needed.
  - Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to Client.

E.8.8 Outcomes/Deliverables

- Deliverable:
  - None

- Project Outcomes:
  - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).

- Control Point(s):
  - Authorization to Proceed to Live Preparation

E.9 Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, Client will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, Client will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate User Acceptance Test	
Project Team / Implementation Consultant	• Create user acceptance testing scripts • Conduct User Acceptance Test • Document and prioritize all discrepancies between expected and actual test results	Facilitate user acceptance testing
Subject Matter Expert / Other	• Conduct User Acceptance Test	

E.9.2 End User Training

Client trainers will provide training to all of Client's End Users. Client will be responsible for End User Training.

E.9.3 End User Training

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate all logistics for End User Training	• Provide template training materials and template training agendas
Project Team / Implementation Consultant	• Develop training materials • Train End Users	• Schedule and track completion of training on the project plan
Subject Matter Expert / Other	• Attend Training	

E.9.4 Pre-Live Planning

	Client Role	Tyler Role
Steering Committee		

Project Manager	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	• Client performs any desired stress testing	

E.9.5 Final Data Conversions

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Client ceases activities in applicable legacy applications	
Project Team / Implementation Consultant	• Client ceases activities in applicable legacy applications	
Subject Matter Expert / Other	• Client ceases activities in applicable legacy applications • Client pulls Final Conversion data and submits to Tyler • Client validates converted data using error reports, balancing reports, etc. • Client accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment	• Execute program to convert submitted final data according to crosswalk • Work with Client to confirm readiness to load data into Live environment

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after User Acceptance is complete.

- Prior to scheduled training sessions, the Tyler and Client will make sure the following prerequisites are met:
  - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Tyler will provide interactive eLearnings to Client via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
  - Pre-Live Checklist (DED 8)
- Project Outcomes:
  - All end-users included in training plan are trained on system and business processes
  - Client makes decision to go-live
- Control Point(s):
  - Signoff to Begin Live Processing

E.10 Live Processing

Upon the decision to go-live, Tyler's consultants will assist Client users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Client users utilize Munis for live processing	• Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	• Client users utilize Munis for live processing	

E.10.1 Requirements / Notes

- Client will track any open issues or new issues though the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable
  - NA
- Project Outcomes:
  - Client is using Munis for live processing

E.11 Post Live Process

After Client is using the system for live processing, Tyler will provide additional training using actual Client-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

Client, with input and assistance from the Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to Client staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Review policy and procedure decisions	• On-site to resolve issues • Train Client on SSRS Reporting Tools • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	• Client users utilize Munis for live processing • Record issues as identified	• Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with Client for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include:
    - Fiscal Year End Activities
    - End of Year Payroll and 1099 Activities
    - Benefits Open Enrollment
    - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
  - N/A

E.12 Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within Client or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	Client Role	Tyler Role
Steering Committee	• Grant final acceptance	
Project Manager	• Coordinate final acceptance process • Grant final acceptance for the phase	• Initiate transition to support • Facilitate Lessons Learned discussion and develop lessons learned document
Project Team / Implementation Consultant	• Document issues	• Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Tyler's consultants will perform training on the identified post-live processes.
- Client-authorized users shall document and report issues through the provided Tyler support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
  - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Exhibit F of the Agreement
  - Lessons Learned (DED 9)
  -
  - Transitioned to Tyler Support
  - Final Acceptance

- Control Point:
  - Acceptance of Project/Phase Closure

Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to Client the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to Client in agenda's for each implementation or training session.
- Tyler instructors will provide their own instructional materials to Client, in PDF or similar format, before training sessions begin.
- Tyler will provide in writing to Client project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
  - Complete set up of tables and codes based on training conducted
  - Practice on processes learned
  - Review any delivered documents prior to attending scheduled training session
- Should Client not be able to complete communicated prerequisites or tasks, the Client project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines Client's requirements for providing a suitable work location to be used by the project.

- Client will provide a room to be used as a training lab for Tyler staff to transfer knowledge to Client resources as well as a place for Client staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by Client. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- Client is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- Client is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

Section H: Appendix

Appendix 1: Deliverable Expectation Document

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

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	**Phase:** CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between Client and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: ***Resource Management Plan*** • Identify Tyler resources on project and specific roles/tasks for the project • Identify Client resources and what meetings/roles/tasks each needs to be included on • Determine method for identifying/communicating on-site resources ***Communication Management Plan*** • Definition of Project Communications • Communication Methods • Key Stakeholders / Audiences for Each Communication • Frequency of Communications • Roles and Responsibilities ***Risk Management Plan*** • Definition of Risks • Risk Assessment Methodology • Risk Documentation ***Quality/Testing Management Plan*** • Testing Process • Testing Criteria • Process for Resolving Testing Issues • Quality Review Process / Deliverable Quality Review • Overall Project Quality Standards ***Schedule Management Plan*** • Identify process for making adjustments to schedule ***Change Management Plan*** • Develop Change Management Strategy • Identification of project concerns, risks and issues • Determine the types, frequency and delivery of communications • Identify Client resources and what meetings/roles/tasks each needs to be included on	

Deliverable Number: DED-1 (1-1)

Education Management Plan

- Software/Hardware
    - How many databases will be utilized?
    - Will we establish a Financials Training environment separate from Payroll?
    - Who will refresh the training database?
    - Will a second server be utilized?
- Facilities
    - How many training rooms will be utilized?
    - Where are the training rooms?
    - How many workstations will be in each training room?
    - How many printers will be in each training room?
    - Other training room requirements (white board, phone, etc.)
    - Who will schedule the training room?
- Staff
    - How many students per teacher?
    - How many students per workstation?
    - What are the hours of training?
    - Who will be trained on each Munis application?
    - Who will take attendance?
    - Will management be present for each session?
    - Who will train the end-users Munis versus Project Team Leads)?
- Schedule
    - Who will determine the exact days for training?
    - Who will notify staff members?
    - How far in advance will the training schedule be built?
- Quality Control
    - How will Client determine if attendees have learned required training outcomes?
    - How will follow up training be administered?

Client Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- Client project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.

Deliverable Number: DED-1 (1-1)
• The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2, 3-2)	
Deliverable Name: Project Plan / Schedule	**Phase:** ALL
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section C.1	
Format: Initially developed and maintained on the Project SharePoint site. Tyler is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during Client's implementation, Tyler will consider the transition of this deliverable to be in MS Project.	
Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.	
Client Role: • Review project plan • Contribute information necessary to complete and maintain project plan	
Tyler Role: • Provide initial on-site and remote session schedule to client for approval • Create project plan • Post project plan to Project SharePoint site	
Acceptance Criteria: • The client signs off on the project plan and schedule • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3)	
Deliverable Name: User Manuals	**Phase:** 1,2,3
Objective: Provide documentation on standard Munis functions	
Scope: Comprehensive user manuals for all Tyler modules purchased.	
Format: MS Word	
Outline: • Overview of module • Detailed description of how to generally complete tasks in Munis • Identification of options, fields, and functions built into the Munis software.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3)
Client Role: • Review User Materials • Update materials with Client-specific steps and processes
Tyler Role: • Provide training manuals on SharePoint.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The training materials will be updated to reflect current features and functions in the software version that Client is implementing. • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-04 (1-4, 2-4, 3-4)	
Deliverable Name: Data Conversion Plan	**Phase:** 1,2,3
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that Client chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline: • Conversion options to be exercised • Conversion options not to be completed, with description of change order action • Timelines for each conversion option • Reports and data validation recommendations	
Client Role: • Attend conversion and applicable module analysis sessions • Participate in planning discussions • Review and accept the conversion plan	
Tyler Role: • Provide conversion analysis • Provide conversion specifications and guidelines • Provide guidance on proofing methods and tools • Create and provide the conversion plan	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • Data has been proofed and accepted in a test environment by the client. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-05 (1-5, 2-5, 3-5)	
Deliverable Name: System Design Document	**Phase:** 1, 2, 3

Objective: To document the decisions and processes resulting from analysis and identify how Client will use the Munis system.
Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.
Format: MS Word and/or MS Excel
Sample Outline: **Current Needs:** • Identification of current process • Analysis of Munis fit/gap **Client Decision Making:** • Process Decisions • Munis Considerations • Follow Up Items **Detailed Munis set-up considerations** • Munis set up details • Modifications • Interfaces **Other Information** • Workflow Details • Security Details
Client Role: • Participate in all meetings and make decisions • Review the documents provided by the Tyler project team • Identify any discrepancies • Ask for clarification from the Tyler team, if necessary
Tyler Role: • Complete deliverable documenting decisions and Munis details • Post the analysis notes on the Project SharePoint site • Update deliverable based on feedback from the client
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-06 (1-6, 2-6, 3-6)	
Deliverable Name: Static Environment Test (SET) Plan	**Phase:** 1,2,3
Objective: Prepare the test script based on Client's process and set up decisions through As Is and To Be analysis.	
Scope: Tyler will lead Client in the step by step testing of Client business process decisions built into the functionality of Munis. This test will enable Client to see the way the system functions using their own data and business processes. Focus will be on helping Client understand the impact the desired business	

processes will have on the way the system functions and the impact of the system on Client business process decisions. The SET Test Plan will contain detailed testing scripts to test Client business processes.
Format: MS Word document
Outline: • Detailed test scripts by business process for each functional area/module in scope for the project.
Client Role: • Review the SET plan • Provide feedback for additional processes to be tested
Tyler Role: • Develop SET plan • Modify SET plan prior to testing based on client feedback
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-07 (1-7, 2-7, 3-7)	
Deliverable Name: Program Modification / Interface Design Specifications	**Phase:** 1,2,3 (if applicable)
Objective: Review and understand Client requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by Client.	
Client Role: • Client provides business practices and/or mandates that drive the need for the modification. • Client reviews the design specification with Development and Implementation. • Client signs off on final design specification.	
Tyler Role: • Development obtains clients business practices and/or mandates that drive the need for the modification. • Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the client's suggested future Munis business practices. • Development creates the design specification for the modification.	

Deliverable Number: DED-07 (1-7, 2-7, 3-7)
• Development and Implementation review the design specification with the client. • Development updates the design specification with any requested changes, if applicable. • Implementation PM makes adjustments to the modification task dates in the project plan, as necessary. • Development obtains client sign-off of the design specifications. Modify specifications if required after development of modification.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-08 (1-8, 2-8, 3-8)	
Deliverable Name: Pre-Live Checklist	**Phase:** 1,2,3
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline: Sample activities from a Payroll Go-Live Checklist: • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users Checklist columns: • Item ID • Activity • Owner • Date Verified • Client Approval (initials) • Notes/Comments	
Client Role: • Review and complete the list of items required for go-live.	
Tyler Role: • Provide client with a list of items required for completion for the go-live, by phase.	

Deliverable Number: DED-08 (1-8, 2-8, 3-8)
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-09 (1-9, 2-9)	
Deliverable Name: Lessons Learned Document	**Phase:** 1,2
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline: • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact	
Client Role: • Gather feedback • Participate in lessons learned session • Document and archive lessons learned	
Tyler Role: • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Appendix 2: Hardware Requirements

Appendix 3: Change Management

H.1.1 Executive Playbook

To understand how to be most effective in supporting the project, Tyler will create an Executive Playbook that relates key executive governance strategies and change management strategies with the overall implementation project plan.

This Executive Playbook will explain how the project is achieving the City's goals and what is required from executives (Project Sponsors and Steering Committee Members) to support the change management efforts. In order to produce the Executive Playbook, the Change Management Facilitator will meet once with the Project Sponsors and Steering Committee of the City to understand the following:

- Vision
- Human Capital Requirements
- Organizational Expectations
- Project Goals
- Executive Mandate

Task	Description	TYLER	CITY
Project Kick-Off	High Level presentation of Change Management process and expectations.	Share	Share
Executive Playbook Discovery Meeting	Knowledge Transfer of City vision, requirements and goals for project.	Assist	Lead
Executive Playbook	Relates key executive governance strategies & change management strategies with the overall implementation plan.	Lead	Participate
Executive Playbook Acceptance	Sign-off and authorization to proceed with Executive Playbook implementation.	None	Own

H.1.2 Knowledge Transfer

Train the City's Change Management Coaches (project team, functional leads, managers and supervisors of impacted departments) to identify and reinforce both human capital and business process change within the organization. Conduct session(s) to exchange information on methods and challenges inherent in reinforcing process change. Utilize Change Management Executive Playbook with Change Management Functional Lead to support Implementation of business process changes. Work with Change Management team to develop change management project plan and communication plan.

Task	Description	TYLER	CITY
Human Capital Coach Training	Train selected staff to understand and engage in organizational project change, develop competencies to become effective HC Coaches by introducing, managing and reinforcing project change with staff.	Lead	Participate
Knowledge Transfer	Perform review of authorized Executive Playbook with Change Management Functional Lead.	Lead	Participate
Develop Change Management Project Plan	Assign tasks, dates and responsibilities for completion of Change Management Project Plan.	Lead	Assist
Update Communication Plan with CM strategies	Review methods, participants, feedback vehicles and frequency of communications.	Lead	Assist

H.1.3 Reinforcing the Change

Reinforcing Change for adoption of new business processes includes the analysis of the results of the organization's change management activities, compliance audit of project procedural change and the implementation of corrective actions. This focus area includes celebrating early successes and transferring ownership for Business Process Change Management to the organization.

Task	Description	TYLER	CITY
To-Be Session Facilitation	Attend To-Be Design sessions to facilitate changing procedures and adoption of new efficiency opportunities.	Participate	Lead
Best Practices Review Facilitation	Attend Best Practice Review session and document potential change resistance.	Participate	Lead
Internal Best Practices and Procedural Change Review	Attend internal departmental and cross-departmental sessions to review and make procedural decisions.	Participate	Lead

Procedural Change Communications	Assist in Procedural Change Communications outlining the specifics of new business procedures to application users.	Participate	Lead
Overall Change Management Status Report	Change Management Functional Lead develops status reports for review with key project personnel and Tyler.	Participate	Lead
Status Meetings	Deliver status updates to project team members, functional leads and others as needed.	Share	Share
Department Head Meetings	Review Change Management communications, status reports; discuss options to eliminate identified barriers to success.	Participate	Lead
Department Meetings	Communicate Change Management and Project status, activities and results to Department Staff.	Participate	Lead
Monitor Change Management Activities	Ensure that all strategies are properly evaluated and implemented. Implement corrective actions.	Assist	Lead
Employee Forums	Hold forums for staff to receive information, project expectations, and ask questions or express concerns.	Assist	Lead
Meet with Implementation to Identify Possible Change Management Issues	Meet with Implementation regularly to assess any possible change management issues that need to be brought to the City's Change Management Team's attention for action.	Own	Lead
Post Live Audit & Performance Assessment	In conjunction with the to-be environment post live, review project compliance, understand adoption and proficiency rates.	Share	Share
Lessons Learned	Complete exercise identifying what Change Management strategies were most effective and which require additional modification.	Lead	Participate
Project Closure & Acceptance	Authorization to close project.	None	Own

H.1.4 Overview of Standard Change Management Effort

Included in the Project Management Plan, is the Change Management Plan. This plan provides a basis for organizational change management (CM) for use throughout the implementation. It includes a CM Overview, Diagnostic Tools, a CM Communication Strategy to be incorporated into the project communication plan, and CM Resistance Tools. During project planning, the Change Management plan template will be thoroughly reviewed with the City Project Team and the Change Management Functional Lead. The plan for managing change will be incorporated into the overall Project Management Plan.

H.1.5 Scope of Change Management Effort

Included in the implementation is the plan template, Project Management planning session, and the tools for City use, described above. Change Management Coaching throughout the project is the responsibility of the City Project Team and Management after the Tyler led coach training sessions. Additional Change Management Consulting services are available from Tyler at an additional cost.

H.1.6 Roles and Responsibilities

A specific project role should be assigned to one member of the project team. The role of Change Management Functional Lead will own the change management plan and will work with the Tyler Change Management Facilitator to implement the change management strategy. Through the coach training sessions, the City Project Team and Managers will become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Statement of Work

EnerGov Software and Implementation Services

Prepared for:

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Santa Fe, New Mexico 87501

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DATE
3/22/2017

tyler

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Statement of Work

City of Santa Fe

Statement of Work, EnerGov

Monday, March 22, 2017

Tyler Resources Purchased

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

Billable Hours and Expenses in Scope

The fixed professional services fees set forth in the Investment Summary have been allocated to the following services to deliver the scope set forth above:

- Project Management Services
- System Configuration Services
- System Administration / Fundamentals Training
- End User Training & Production Support
- Data Conversion Services
- Travel = 18 on-site trips (where a "trip" is defined as onsite travel of up to five business days)
- Travel Expense Estimate based on 18 on-site trips (where a "trip" is defined as onsite travel of up to five business days)

  - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
  - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

- Unique Business Transactions in Scope = up to 25 Transactions
- Template Business Transactions in Scope = up to 60 Transactions
- Geo-Rules within Scope = up to 20 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 20 IO/IAA
- Custom Reports/Output documents within scope = There are no custom reports in scope for Tyler to develop, it is expected that the City will own all custom report development for this implementation
- Integration of EnerGov with TCM
- Integrations within scope for Tyler to develop = No integrations within Scope (agency to leverage EnerGov SDK/API)
- Integrations within scope for the City to develop:
  - Selectron
  - Desert Elements Web Services
- Data Conversion Sources within scope = 2 (per data source) it is expected for the City to populate the DCT-DB for the Data Conversion

"Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)

- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

"Template" transaction is defined by:

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

"Geo-Rule" is defined by:

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

• **Alert**	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• **Block**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• **Block with Override**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• **Fee Date**	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• **Filed Mapping**	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• **Zone Mapping**	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

"Intelligent Object (IO)" is defined by:

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

"Intelligent Automation Agent (IAA)" is defined by:

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

"EnerGov SDK API (Toolkits)" are defined by:

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

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

Estimated Timeline

Project timelines are living, fluid documents subject to change. Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected at **16-18 months for a single project phase.**

Performance Measures

- Contractor effectively performs the activities and services required to accomplish the Deliverables
- Contractor effectively reports task status
- Deliverables are completed within their respective due date and aligned with milestones
- Deliverables are completed accurately
- Deliverables are completed within the total compensation amount for each Deliverable, within their respective timeline, and aligned with milestones.

Tasks

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

Upon completion of a task, the customer will have an opportunity to review the deliverable, if any, associated with the task. The customer will have a fifteen-day business window within which to identify to Tyler a deviation from the warranties provided in the parties' agreement. In the event a deviation is identified and confirmed, Tyler will address the deviation according the services warranty provision set forth in the Agreement, as applicable. When a corrected deliverable has been resubmitted for review, that process shall repeat. Upon Stage completion, Tyler will provide the customer with a Work Acceptance Form to document that all tasks within the Stage have been successfully delivered. The customer must return the completed Work Acceptance form within five business days of receipt, or the Stage will be deemed "accepted."

Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

Stage 0 - Software Delivery and Prerequisite Training

Tyler provides an online and on-demand pre-implementation training. From the notes section in the bid: "End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources"

Objectives:

- Tyler software is made available the customer
- Tyler completes Prerequisite Training

Tasks:

Software Delivery		
Tasks	**Tyler**	**Customer**
SaaS: Tyler makes the software service available.	Own	None

Deliverable Scope	Description

0-1	Tyler software is made available to customer
0-2	Pre-Req Online training made available
0-3	Data Conversion Pre-Implementation Technical Support and Documentation

Task Item	Sub Tasks	Description
EnerGov Prerequisite Training Courses (Pre-Implementation)	**Sub 1 and 2**	• Contractor will provide access to the Tyler Online Training Center for all 81 users. • Contractor will identify prerequisite courses per functional area and module that will prepare the city staff for the implementation. • Contractor will provide unlimited access to courses prior to End User Training. • Contractor will provide up to 11 foundational courses per user.
Data Conversion Pre-Implementation Technical Support	**Sub 3**	• **Contractor will provide pre-implementation data conversion support immediately after contract signing and project manager assignment, to include a copy of or script for creating the DCT-DB database, all necessary documentation, DB conversion schemas, workflows etc. and will respond in a timely manner to all questions from the City. The support shall include conference calls and one on one calls to discuss issues encountered by the City in their DB clean-up efforts. The contractor will respond in writing to all inquiries and questions. Contractor will assign an expert level technical consultant to support the City's efforts during the pre-implementation DB conversion efforts immediately after contract signing.**
Stage 0 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

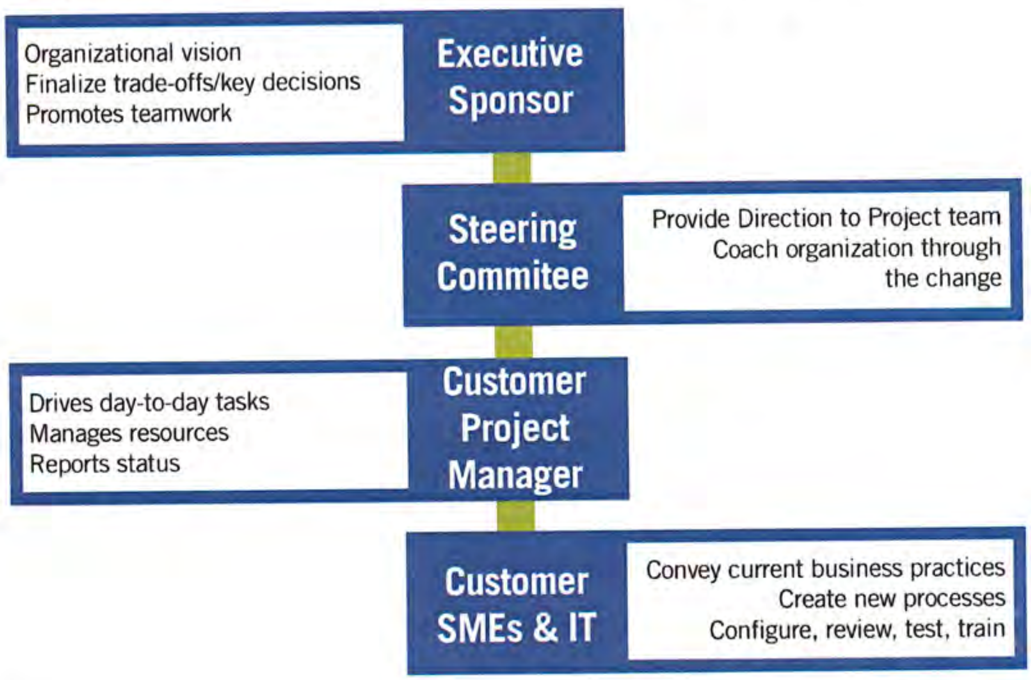
Stage 1 - Initiation & Planning

Prior to the EnerGov team beginning systems configuration, EnerGov and the City take proper precautions to carefully plan and define project expectations. During the Initiation stage, project Contracts and the SOW are reviewed, project planning activities are completed and steps are taken to instill end user acceptance early on. Project Initiation typically begins a few weeks to a month (depending on City readiness) before the project's assess & define phase ensues.

Objectives:

- Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of Customer Governance Structure as outlined below
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs
- Planning for staff mobilization & allocation
- Create project plan, including baseline project schedule

Required Customer Governance Structure



Tasks:

Initiation & Planning		
Tasks	**Tyler**	**Customer**
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members and Establish Governance Structure	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking	Advise	Own

infrastructure by the customer as specified by SOW Attachment C		
Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan (including project schedule)	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Project Planning & Initiation Stage Sign Off to Customer	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Deliverable Scope	**Description**
1-1	Performed Project Initiation and Project Management Tasks

Task Item	Sub Tasks	Description

Project Initiation	**Sub 1**	• Contractor will conduct the Planning/Initiation introductory phone call.
		    o Contractor will provide an agenda for the call.
		    o Contractor will moderate and facilitate the call.
		• Contractor will provide examples of "Best Practices" Governance structure and project team member makeup.
		• Contractor will evaluate the City's proposed Test and Training facility's bandwidth utilization report and provide feedback on any discrepancies from SaaS bandwidth requirements.
		• Contractor will evaluate the intended desktop and infrastructure specifications provided by the City for the Test and Training facility and provide feedback on any discrepancies from the requirements provided by Contractor in their proposal.
		• Contractor will lead the effort to develop procurement plan in collaboration with the City's designated representative(s).
		    o Contractor will provide login credentials for the Tyler site assessment tool
		    o Contractor will provide a written recommendation for procurement of non-EnerGov systems software.
		    o Contractor will provide a written recommendation for the procurement of hardware and networking infrastructure equipment.
		• Contractor will lead the effort to develop a configuration plan.
		    o Contractor will provide a written configuration plan for any non-EnerGov systems software identified in the procurement plan
		    o Contractor will provide a written configuration plan for any hardware and networking infrastructure equipment identified in the procurement plan.
		• Contractor will provide Process Configuration Templates to be used during the implementation.
		• Contractor will provide a review of the contractor developed Process and Configuration Templates to be used during the implementation.
		• Contractor will provide a SharePoint site to store and manage all project documents.
		    o Contractor will provide a technical support line to assist the City when encountering problems with the SharePoint site.
		    o Contractor will provide a tutorial to the City's staff member assigned to upload and download documents from the site.

		• Contractor will provide a review of the Project Status Report and Stage Signoff templates developed by the contractor for use during the implementation.
		• Contractor will provide a review of the GIS requirements and Best Practices documentation.
		    o Contractor will provide written responses to questions posed by the City staff after the review.
		• Contractor will provide Data Conversion Template Database (DCT-DB), ERDs and usage documentation.
		• Contractor will provide an in depth review of the Data Conversion Template Database (DCT-DB), ERDs and usage documentation.
		    o Contractor will provide written responses to questions posed by the City staff during the review of the DCT-DB, ERD and usage documentation.
		    o Contractor will provide detailed written recommendation on a course of action for any potential issues uncovered during the review of populating the DCT–DB.
		    o Contractor will provide a review of the DCT-DB after the initial DCT–DB population efforts by the City.
		    o Contractor will provide a written assessment providing feedback on the accuracy of the DCT population efforts.
		    o Contractor will provide detailed direction on how to correct the issues encountered by the City during their initial DCT-DB population efforts.

Integration Assistance	**Sub 2**	• Contractor will assist the City's preparation of programs /databases for integration With the EnerGov IVR API & the EnerGov Permitting and Land Management SDK in the following ways:
		    o Contractor will provide documentation related to the above mentioned APIs/SDKs
		    o Contractor will provide the chm files related to the above mentioned APIs/SDKs
		    o Contractor will answer API/SDK related questions to ensure the City is progressing in the appropriate direction
		• Contractor will NOT write against the APIs/SDKs without a change in scope from the City

Project Management Plan	**Sub 3**	• Contractor will provide a Project Plan including a Risk Management Plan and Risk Register, Communications Plan, Scope Management Plan. Contractor will populate the risk register with initial risks and proposed mitigation and resolution of the risks.

		o Contractor will identify and communicate to the City all possible known risks throughout the project. • Contractor will provide a project plan presentation and review for senior city leadership (high level) and a detailed review for the project team. • Contractor will provide a project schedule with tasks in MS Excel.
Stage 1 Sign Off	**Sub 4**	• Contractor will prepare Stage 1 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 2 - Assess & Define and Fundamentals Training

The Assess and Define stage involves onsite and offsite comprehensive business process assessment and analysis, change management assessment and systems assessment and analysis. The goal of the Assess and Define stage is to examine and analyze the City's current business process (Assess) and translate findings into a defined & documented future state process (Define) for best automating the unique processes of the City.

2a - Fundamentals Training

In an effort to assist new clients with the tools necessary for a successful EnerGov implementation, we are pleased to offer an introductory training course built for the needs of each of our clients. This training is conducted shortly after contract execution and before the implementation team arrival onsite. A unique training environment will be created for each client. Access information will be emailed when the training schedule has been established and confirmed. This site will remain in place as a sandbox environment for 4 weeks after training, but If you would request the site to be hosted for an extended period, the charge is $150/per user per month.

Objectives:

- Learn general EnerGov terminology
- Experience the basic functionality of EnerGov
- Explore the configuration options of EnerGov
- Encourage client-side discussions of desired configuration
- Discover some of the software capabilities available for consideration
- Improve communication between Tyler and the client through software knowledge
- Prepare the client for the Assess & Define process by walking them through and defining a specific business process they use
- Each attendee is a person that will make decisions on the configuration and overall functionality of the system for their respective department.
- Ensure the decisions made during the Assess and Define stage are based on a better understanding of the EnerGov platform.

Stage 2b - Assess & Define

Objectives:

- Team Training –System Admin /EnerGov Fundamentals
- Tyler to gain an understanding about how customer conducts business
- Translate business understanding into the "to-be" documented EnerGov configuration definition documentation
- Comprehensive review and analysis of the Client's business process to be automated.
- Translate and refine the assessment into a defined & documented process. This documentation will serve as a basis for configuration of EnerGov's system configuration.
- Work with Client's Project Manager and team to refine and firm the project plan.
- Perform a gap analysis between EnerGov's standard reports (letters, documents, reports) key performance indicators, and existing document output requirements.
- Confirm sufficient report development services have been quoted and are available.
- Build a master list of the reports to be specified and developed post Assess & Define stage.
- Conduct prototype sessions and communicate software capabilities when required.
- Assess and identify any project risks or hardware and infrastructure requirements.
- Determine integration strategy with EnerGov Data Service, Development, and Project Team
- Define and detail system integrations and provide final resource and final fixed cost assessment for any integration deliverables previously considered pre-analysis estimates. Any amount over the original proposed pricing will require an official Client contract modification and change order.
- Work with Client to determine data migration strategy, ensure all required data to be converted is within project scope.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

Tasks:

Assess & Define		
Tasks	**Tyler**	**Customer**
Team Training	Own	Participate
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Customer	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description

2a-1	Perform Fundamentals Training
2b-1	**Assess & Define Business Transactions: Specification design for up to 25 unique in-scope EnerGov business transactions**
2b-2	**Assess & Define Business Transactions: Specifications design for up to 60 template in-scope EnerGov Business Transactions**
2b-3	**Assess & Define Geo-Rules: Specification design for up to 20 geo-rules in scope**
2b-4	**Assess & Define Intelligent Objects and IAA's: Specification design for up to 20 IO/IAA in scope**
2b-5	**Assess & Define Core Components: Specifications for core system configuration (rights, roles, security, contracts, etc.)**
2b-6	**Project Management for Stage**

Task Item	Sub Tasks	Description
Fundamentals Training	**Sub 1**	• Contractor will provide 64 hours of onsite Fundamentals training for up to 12 SMEs and Power Users. • Contractor will provide a unique training environment for each user. • Contractor will provide a training schedule at least 30 days in advance of the start of the Fundamentals training. o Contractor will provide an agenda and course objectives • Contractor will provide access information for the training site. • Contractor will maintain the training environment as a sandbox environment for 4 weeks after Fundamentals training has been completed. • Contractor will provide End User Guides that walk the users through the basics to the more advanced functionality of EnerGov. • Contractor will provide Set up Guides that walk the City Admins through the configuration of the software.
Needs Assessment	**Sub 2**	• Contractor will provide expert assistance in identifying Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)

		o Contractor will provide assistance that fulfills the intent not to analyze our existing processes and turn them into EnerGov transactions but instead to adopt practices used effectively by other EnerGov customers. o Contractor will provide written case studies and examples of business transactions and processes used by former EnerGov customers that are Best and Good practices. o Contractor will provide templates and questionnaires based on these exemplars to be filled out by the City personnel. • Contractor will provide a senior implementation consultant who will be a best business process Design/Redesign subject matter expert that has superior "best practices" knowledge and will be made available throughout the project.
Needs Definition	**Sub 3**	• Contractor will provide EnerGov case type definition documents to include a scope statement and complete collection of business transaction/processes, configurations, and other details identified during this Stage. o Contractor will provide a document that is official and suitable for later reference use. o Contractor will provide the City with presentation of the document and provide a review of the material for designated City personnel. o Contractor will provide sufficient time for the City to review and ask questions about the material in the document. o Contractor will provide written answers to the questions and ensure the document is revised preferably with change tracking or other audit trail enabled. o Contractor will ensure the document reflects Best and Good practices in their definition of new business transactions and processes to be used to configure EnerGov modules. • Contractor will provide timely responses to any questions that arise from the delivery of ArcGIS base map service(s) to the contractor • Contractor will provide Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage. o Contractor will provide a document that is official and suitable for later reference use. o Contractor will provide the City with presentation of the document and provide a review of the material for designated City personnel. o Contractor will provide sufficient time for the City to review and ask questions about the material in the document. o Contractor will provide written answers to the questions and ensure the document is revised preferably with change tracking or other audit trail enabled.

		○ Contractor will ensure the document reflects Best and Good practices in their definition of new business transactions and processes to be used to configure EnerGov modules. • Contractor will provide an onsite presentation and review of the Project Definition Document.
Stage 2 Sign Off		• Contractor will prepare Stage 2 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 3 – System Configuration and Internal Test

The System Configuration stage consists of configuring the EnerGov system around the requirements collected and established during the Assess and Define stage and documented within the project definition documentation. Data conversion, development or configuration of interfaces, and report development are a so included here. Internal system reviews are also performed with EnerGov's Executive review committee.

Stage 3a –System Configuration

Objectives:

- Provide 64 hours of certification training for up to 10 power users. This will equip the City of Santa Fe with the appropriate knowledge to assist in administration of the EnerGov product during the configuration stage as well as the latter stages. There will be 3 courses covered during the certification training. Only 6 users will be eligible to take the certification exams for the 3 courses.
- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage
- Configuration of the purchased software around the requirements collected and established within the project definition documentation
- Collaborative onsite system reviews sessions for configuration validation.

Tasks:

System Configuration		
Tasks	**Tyler**	**Customer**
Provide 64 hours of certification training for up to 10 users. Certification trainings to be covered will be: • Geo-Rules Certification • Intelligent Object/Intelligent Automation Certification • System Administration Certification	Own	Participate
Provide certification exams for up to 6 users	Own	Participate
Deploy Pre-production environment to house the configuration system within the Tyler hosted environment	Own	None

Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Customer	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Stage 3b – Configuration - Internal Test

Objectives:

- Conduct initial operational test to ensure that Tyler has the information and configurations necessary to complete data conversions
- Conduct initial operational test to ensure that the City has the information and configurations necessary to complete report development
- Confirm basic system configuration to ensure proper operation

Tasks:

Internal Test		
Tasks	**Tyler**	**Customer**
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Own	Participate
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Customer	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

<u>Deliverable Scope</u>	<u>Description</u>
3a-1	**Configure Business Transactions: configuration for up to 25 unique in-scope EnerGov business transactions**
3a-2	**Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions**
3a-3	**Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions**

3a-4	**Configure Geo-Rules: configuration for up to 20 in-scope geo-rules**
3a-5	**Configure Intelligent Objects and IAA's: configuration for up to 20 IO/IAA in scope**
3a-6	**Configure Core Components: configuration for core system configuration (rights, roles, security, contracts, etc.)**
3a-7	**Configure EnerGov to Integrate with TCM**
3a-8	**Provide 64 hours of on-site certification training for up to 10 users**
3a-9	**Provide Certification exams for up to 6 users**
3b-1	**Internal test of EnerGov configuration: Internal review and test of in-scope EnerGov Business Transactions and core system configuration**
3b-2	**Project Management for Stage**

Task Item	Sub Tasks	Description
System Configuration and Review	**Sub 1**	• Contractor will provide an expert level technical consultant who will deploy a CoSF specific pre-production environment to house the configuration system within Tyler's hosted environment. • Contractor will lead the effort to configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage. o Contractor will provide expert advice on the functionality of the EnerGov system and provide options to the City's SMEs so that informed decisions can be made by the City SMEs on the configuration of the system. o Contractor will respond in a timely manner in writing to all inquiries on the functionality of the EnerGov system in support of the City's participation in the configuration efforts of the EnerGov system by the contractor.

		• Contractor will provide ongoing reviews with customer as configuration progresses as requested. The schedule of the reviews will be based on collaboration between the contractor's PM and the City's PM.
		  o Contractor will conduct collaborative onsite system reviews for configuration validation.
		• Contractor will provide pre-implementation data conversion support immediately after contract signing to include all necessary documentation, DB conversion schemas, workflows etc. and will respond in a timely manner to all questions from the City. The support shall include conference calls and one on one calls to discuss issues encountered by the City in their DB clean-up efforts. The contractor will respond in writing to all inquiries and questions.
		• Contractor will assign an expert level technical consultant to support the City's efforts during the pre-implementation DB conversion efforts immediately after contract signing and assignment of a project manager.
		• Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a populated Data Conversion Template Database (DCT-DB).
		  o Contractor will provide a written recommended solution for any issues encountered by the City in the delivery of the populated DCT-DB.
		• Contractor will provide Basic Configuration Reviews as requested by the City.
		  o Contractor will provide demonstrations of all the business processes configured based on the completed and signed off surveys.

Internal Test	Sub 2	• Contractor will provide users logins for key Customer staff.
		  o Contractor will provide 3 environments: Development, Test/Training and Production.
		  o Contractor will provide links to all three environments; Development, Test/Training and Production.
		  o Contractor will provide an overview and drawing documenting the security set up for each environment i.e. which security server is attached to each environment.
		• Contractor will provide basic system configuration testing/re-testing walkthrough.
		• Contractor will assist the City in conducting basic acceptance testing of system configuration.
		• Contractor will resolve any system issues identified during the basic system configuration.

Stage 3 Sign Off		• Contractor will prepare Stage 3 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 4 System Build – Build Specifications and Build and Train-The-Trainer

After the system has been configured, it is ready for reports, integration, converted data, and any customization that the City may require. EnerGov offers an extremely configurable product that will fit a large range of client's needs; however some customization may be necessary. Our experienced Implementation professionals will help you to define the required customizations and integrate them into the system.

Stage 4a - Build Specifications

Objectives:

- Define and map data conversion requirements (see section titled Data Conversion)
- Define integration specifications, as applicable
- Define and map, based on provided API's, interface requirements, as applicable

Data Conversion within scope	
System Name	Details
Sungard H.T.E.	Permitting ◦ Permit master basic information ◦ Permit Contacts ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity ◦ Inspections and Inspection Cases ◦ Sub-Permit Associations – Visible in workflow and attached records section ◦ Fees ◦ Meetings and Hearings ◦ Bonds and Escrow ◦ Activities and Actions ◦ Conditions ◦ Notes ◦ Zones ◦ Holds ◦ Renewals ◦ Initialized Workflows ◦ Attachments ◦ Contractors ◦ Projects ◦ Payment and Fee History Code Case Management ◦ Code Case master basic information ◦ Code Case Contacts and Properties ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity Active

	Fees ◦ Activities and Actions ◦ Notes ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Violations ◦ Fees ◦ Payments ◦ Notes ◦ Meetings and Hearings ◦ Zones ◦ Requests ◦ Payment and Fee history Licensing Management Plan Management ◦ Plan master basic information ◦ Plan Contacts ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity ◦ Inspections and Inspection Cases ◦ Fees ◦ Meetings and Hearings ◦ Bonds and Escrow ◦ Activities and Actions ◦ Conditions ◦ Notes ◦ Zones ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Projects ◦ Payment and Fee history
Desert Elements SQL (Code Enf)	Code Case Management ◦ Code Case master basic information ◦ Code Case Contacts and Properties ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity Active Fees ◦ Activities and Actions ◦ Notes ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Violations ◦ Fees ◦ Payments ◦ Notes ◦ Meetings and Hearings ◦ Zones ◦ Requests

	◦ Payment and Fee history

System Integrations within scope	
System Name	Comments
None	City will leverage EnerGov API's for 3rd party interfaces

Tasks:

Build Specifications		
Tasks	**Tyler**	**Customer**
Deliver and review list of out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications (if applicable)	TBD	TBD
Deliver and review integration specifications to Customer (if applicable)	TBD	TBD
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Customer	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

Stage 4b - Build

Objectives:

- Develop Custom Reports per defined requirements, if any
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations, as applicable

Tasks:

Build		
Tasks	**Tyler**	**Customer**
Review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate

Produce, deliver and review internally tested custom reports per defined requirements (if applicable)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements (if applicable)	TBD	TBD
Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Customer	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Stage 4c – Train-The-Trainer

Train-the-Trainer is designed to develop Subject Matter Experts (SME's) for your municipality. EnerGov trainers will teach relevant end-user sessions, and attendees will follow with their own demonstration of the presented topics. Each attendee will be evaluated based on software knowledge and knowledge retention. We will be utilizing your testing environment during Train the Trainer. This training is not intended to replace end user training performed in Stage 6 by Tyler resources.

Objectives:

- Provide 32 hours of Train-the-trainer training
- Prepare SMEs to train your end-users on basic functionality of the EnerGov system
- Prepare lesson plans for the municipality
- Demonstrate knowledge transfer through teach backs
- Develop SME's to assist in End User Training to teach the business process
- Develop SME's to teach all new hires for your municipality

Deliverable Scope	Description
4-1	Develop data conversion specifications & mapping: HTE Data Source & Desert Elements Data source (2 sources)
4-2	Develop data conversion utilities: HTE Data Source & Desert Elements Data source (2 sources)
4-3	Provide 32 hours of on-site Train-the-Trainer Training
4-4	Project Management for Stage

Stage 5 –Acceptance Validation, Testing, and UAT Training

This phase of the EnerGov project is a necessary component as it relates to administrative knowledge transfer and the validation of the system configuration and due diligence of systems readiness to production migration. This phase also helps ensure the key individuals are trained and the customer has the capabilities of best reacting to ongoing and future changes in business process and configuration requirements (post production).

Stage 5a - System Acceptance Planning

Objectives:

- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT) (if applicable)
- Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	**Tyler**	**Customer**
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Provide sample test scripts, as requested	Own	Advise
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide standard training documentation, as available	Own	None
Create customer-specific training or business process documentation	None	Own
Provide System Overview and Administrator training for Power Users (if applicable)	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own

Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Planning Stage Sign Off to Customer	Own	None
Return System Acceptance Planning Stage Sign Off to Tyler	None	Own

Stage 5b – UAT Training

User Acceptance Testing is the most critical part of the implementation process. This testing allows your staff to get into the system and verify that every aspect is correctly designed. The trainer will start each session by teaching the end user functionality of the software, as we want to ensure that all users are comfortable with the subject matter. We will then present how to use the testing scripts and reporting forms. This will ensure your staff will know exactly how to test the software to get the most accurate results. The trainers will also ensure that your staff is trained on how to upload their results into the SharePoint site for Tyler implementation to evaluate and correct. We will be utilizing your testing environment during UAT's.

Objectives:

- Experience the basic functionality of EnerGov
- Examine how to read the Reporting Forms and Guides
- Teach the Users how to test the Enterprise System; including CAP/CSS, IG & eReviews
- How to upload testing results into the SharePoint site
- Provide the foundation for successful software testing
- Each attendee be a person that will make decisions on the configuration and overall functionality of the system for their respective department

Stage 5c – Verification And System Acceptance

Objectives:

- Test and signoff on each delivered business process, suite or component based on criteria and scope
- System ready for production and promoted to a production and/or training environment
- "Ready for production" means that items that are not features enhancement or bugs that will allow the customer to move forward to User Training (Stage 6) and then go-live are addressed

Tasks:

Verification and System Acceptance		
Tasks	**Tyler**	**Customer**
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations, if applicable	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own

Resolve material System Acceptance Testing issues	Own	Participate
Retest until acceptance criteria developed in Stage 5A are met such that go-live can occur	Participate	Own
Identify out-of-scope configuration changes that do not impact System Acceptance based on predefined scope for post go-live change order	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Customer	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Deliverable Scope	**Deliverable description**
5a	System Acceptance Planning
5b	Provide 32 hours of on-site User Acceptance Training
5c-1	System Verification and System Acceptance resolution: resolve configuration issues of the 25 unique EnerGov business transactions in scope
5c-2	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope
5c-3	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope
5c-4	System Verification and System Acceptance resolution: resolve configuration issues of the 20 geo-rules in scope
5c-5	System Verification and System Acceptance resolution: resolve configuration issues of the 20 IO/IAA in scope
5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing

5e	Project Management for Stage

Task Item	Sub Tasks	Description

System Acceptance Planning	**Sub 1**	• Contractor will provide a system acceptance schedule.
		• Contractor will provide system acceptance criteria.
		• Contractor will provide a review session for the city of the system acceptance schedule and criteria.
		• Contractor will provide a written recommendation of test strategies, scenarios and best acceptance practices.
		• Contractor will provide sample test scripts for each module, functional area, interface, import, report, and business process.
		    o Contractor will provide user guides and reporting forms on how to effectively test the system.
		    o Contractor will provide expert advice on the functionality of the EnerGov application in support of the City's efforts to develop test scripts.
		    o Contractor will provide expert advice specifically related to expected outcomes of each step in the test script.
		• Contractor will provide sample testing criteria for each test script developed for each module, functional area, interface, import, report and business process.
		• Contractor will provide collaboratively participate in the process of creating customer specific training and business process documentation.
		    o Contractor will provide a senior level technical consultant to work with the City's PM, SMEs and Application Specialist in the process of creating the business "To Be" Workflows.
		• Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a fully configured database for Pre-System Acceptance testing.
		• Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to populate the Data Conversion Template Database (DCT-DB) with the latest iteration for System Acceptance Testing.
		• Contractor will conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to customer.
		    o Contractor will document the test results and provide error resolution recommendations for all errors encountered during testing.

		• Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deploy a fully configured and imported master data base.
Environment Prep	**Sub 2**	• Contractor will provide coordination efforts for determining training logistics. • Contractor will provide an EnerGov training manager to assist the City in developing an End User training schedule that fulfills the intent of scheduling training by functional or subject area.so as to minimize the time end user/staff are away from City operations. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a fully configured database for pre-User Training data import. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to populate the Data Conversion Template Database (DCT-DB) with the latest iteration in preparation for End User Training. • Contractor will conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deploy a fully configured and imported master data base into the Production testing environment.
User Acceptance Training	**Sub 3**	• Contractor will provide 32 hours of UAT training for up to 12 SMEs and power Users who will be the testers of the system. • Contractor will provide end user functionality of the EnerGov software. • Contractor will provide training on the usage of test scripts. • Contractor will provide training on the usage of Reporting Forms. • Contractor will provide training on how to upload the results of the tests scripts into the SharePoint site. • Contractor will provide a written response as to the test results accuracy and provide an assessment on whether each test script and its functionality is a candidate for further testing or if the results were as expected. • Contractor will provide supporting training documentation and guides for each attendee of each class designated as UAT. o Contractor will provide UAT Instructions and Preparation: This guide is discussed before the start of the testing process. This will be done at the very beginning of each class designated as UAT until every person understands the procedures to have a successful testing process. o Contractor will provide the Tyler standard UAT Guides: The UAT Guide is a script that allows the users to thoroughly

		test system functions for each process. The UAT guide will not be a custom script specific for the City. o Should the City choose to create their own custom UAT scripts, Contractor will play an advisory role to support this effort by answering functionality questions or make recommendations. However, the creation of those scripts are solely the responsibility of the City.
System Verification and System Acceptance Testing	Sub 4	• During the acceptance testing period, the level of effort expected by the City would be to complete the test scripts assigned to each SME based on the number of transactions that they have. Some SMEs will have more transactions to test than others, therefore their level of effort will be greater and the City should plan for that time commitment during this period. Within a 20 week UAT period, it is expected on average for the Contractor to be onsite once every 4 weeks to ensure the appropriate issues are being resolved. • On-site time during UATs is typically 3 days or 24 hours for each visit. Within a 20 week period, there will be an average of 5 visits which will equate to 120 hours of onsite UAT assistance. This number can fluctuate based on increased or decreased on-site visits based on collaboration between Contractor and the City. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to conduct testing of standard reports. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to test produced integrations. The integrations will be produced by the City utilizing the EnerGov PLM and IVR SDK/API. • Contractor will provide an expert level technical consultant to lead the effort to resolve all System Acceptance Testing issues. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to meet all acceptance criteria by fully re-executing all test scripts that initially encountered issues.
Stage 5 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 6 - User Training

End User Training is the last component of the Implementation process before you go live. This training involves covering every module you will be using and involves any staff/others that will be utilizing the Enterprise System. The trainer will teach your end users functionality of the modules, as we want to ensure that all users are comfortable with the subject matter. We do require an SME (Subject Matter Expect) to be involved in every aspect of the training to ensure that business process questions are answered accurately. During End User training we do suggest that you include training for your staff/others on your business process provided by your Certified Trainers/SME's. We will be utilizing your testing environment during End User Training.

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer
- End user software functionality of the purchased modules
- SME (Subject Matter Expect) involved in every aspect of training to answer any business process questions.
- Training for your staff/others on your business processes provided by your Certified Trainers/SME's
- Training of your Citizens and Contractors of the functionality of the Citizen Access Portal
- End User Training have Subject Matter Expert's (SME's) in each class to assist with business process questions

Tasks:

User Training		
Tasks	**Tyler**	**Customer**
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Provide standard training documentation, as available	Own	None
Conduct customer training	Own	Participate
Provide business process training to ensure end users understand impact of process/practice changes decided upon during course of implementation	None	Own
If "train the trainer" approach, conduct end-user training	None	Own
Other tasks as identified	Own for respective team	Own for respective team

Deliver User Training Stage Sign Off to Customer	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
6-1	96 hours of on-site End user training performed
6-2	Project Management for Stage

Task Item	Sub Tasks	Description
End User Training	**Sub 1**	• Contractor will provide 3 weeks or 12 days of onsite end user training for the City's 81 users. • Contractor will provide training on every module included in the implementation. • Contractor will provide an agenda and course objectives. • Contractor will provide End User Guides that walk the users through the basics to the more advanced functionality of the system.
Stage 6 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 7 – Production & Production Support

This stage of the EnerGov project is comprised of onsite production and post production support and Consultative advice immediately following the production of the EnerGov software. This is also a Transition period in which EnerGov will transfer from the project team to the EnerGov account services (assigned account manager) realm.

Objectives:

- Conduct final data import cutover
- Conduct final integration deployment
- Tyler to provide on-site production support prior to cutover to Help Desk (Maintenance and Support)
- Comprehensive Onsite Go Live and Post Production Support

- Final Data Conversion Cutover
- Transition to EnerGov Support

Tasks:

Production & Production Support		
Tasks	**Tyler**	**Customer**
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personnel are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Customer	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
7-1	Provide 96 hours of Onsite production support
7-2	Project Management for Stage

Task Item	Sub Tasks	Description

Onsite Production Support	**Sub 1**	• Contractor will provide 3 weeks or 12 days of Go Live support; one week of support before Go Live and 2 weeks after Go Live. • Contractor will provide onsite support for the go live process by answering questions from City End Users, providing follow up training, and resolving issues that may arise. • Contractor will provide a document recording questions from City users and Tyler responses. • Contractor will stipulate which Tyler University courses provide the follow up training needed for comprehension remediation for each attendee.
Stage 7 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Data Conversion

(See tasks associated with data transfer, above)

The following criteria are applied to Data Conversion

Data Format

The customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure, as set forth in the SOW Attachments. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

Parsing data

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

Key Project Assumptions

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.

- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.
- Out of scope deliverables will only be provided via a change order that is mutually agreed to.

Risk / Mitigation Strategy

Project Schedule

Risk: Impact of various factors on baseline project schedule.

Mitigation: Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

Activity Focus

Risk: Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy Interface Documentation

Risk: During the project, certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems, and/or a customer expert that understands the legacy database, are available to Tyler. If no such documentation or customer expertise exists, the customer will be responsible for coordinating with the third-party vendor to advise Tyler, at a potential additional expense to the customer (although not necessarily from Tyler).

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the customer is hosting any of those products. If the customer will be hosting the Tyler software, then the technology hosting that software should be robust and durable. Technology that barely meets minimum requirements today will be insufficient as the needs of the system grow.

Mitigation: Tyler will assist the customer in determining optimal technology and plans to guard against pre-mature obsolescence. The customer will also complete a hardware survey, initiated by our deployment team, to confirm that the customer's hardware is sufficient for the upcoming implementation.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.
- **Managing Project Scope** - To implement the project on time and within budget, both the customer must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advanced and signed by project stakeholders before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Risk management
- Monitoring project budget
- Project Plan management using our expense and time-tracking tool/Excel
- Project document management using SharePoint
- Issue log management and escalation
- Status reporting

- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Customer Governance Structure

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

Development Tools

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader, so view-only users do not require a Crystal Reports license.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-Provided Documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to general documents that do not exist in the regular course of customer's business. Customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API's for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software

Attachment A. Acceptance Sign-off Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Acceptance Sign Off

Client:

Date:

Visit/Deliverable:

Tyler Technologies Use Only

☐ **Deliverable does NOT denote a payment milestone**

☐ **This deliverable denotes a payable milestone.**
Amount Due: $0.00

Deliverables	Performed By	Notes
Additional Signoff Notes:		

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: ______________________________

Signature: ______________________________

Date: ______________________________

(Please return signed copy to the Tyler Technologies project team)

Customer Notes:

Attachment B. Change Order Request Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Change Order Form

Client: ______________________ Date: ______________

Generated By: ______________________

Authorized By: ______________________

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: ______________________

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

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Customer Roles & Skills Requirements

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Customer Roles/Skills Requirements

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Executive Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating a positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Project Steering Committee:

This committee is formed by executive or managerial staff of every affected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.

Customer Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency's Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency's Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler's EnerGov software solution.
- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

Technical Lead:

A technical individual from the Information technology group that is responsible for the technical infrastructure support of the implementation and to serve as ongoing technical infrastructure support post the production phase of the EnerGov software system.

Typical positions: Network / IT Administrator

Responsibilities include:

- Primary responsibility for the technical environment during the software implementation
- Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards
- Work with Tyler's technical personnel during implementation
- Maintain the testing and production databases
- Install software updates and releases
- Act as the primary technical resource for troubleshooting technical problems
- Establish and maintain backup, archival, and other maintenance activities

Tyler Technologies Project Team

Project Sponsor

This role is an executive or managerial sponsor within a Tyler Product Line that is ultimately responsible for the success of the project.

Responsibilities include:

- Project oversight/direction assistance.

- Issue resolution as needed.
- Best practice recommendations (Leveraging PMO documented solutions).

TYLER PROJECT MANAGER

The Tyler project manager is ultimately responsible for the success of the implementation. Their responsibilities range from project schedule management, to managing the resources assigned throughout. Specifically their responsibilities include:

- Ensure the project is delivered on time and on budget; work with Client project manager to identify and mitigate risks that will impede the project team from delivering the project on time and on budget.
- Serve as a single point of contact for Tyler project management and issue(s) escalation for the project.
- Communicate and manage expectations for the project as defined in the contract and Project Guidebook.
- Work through the Project Guidebook with the Client project manager.
- Create a project schedule with the Client project manager.
- Schedule Tyler resources.
- Coordinate with Client project manager, major project milestones, including conversions, hardware and software installation, application configuration, parallel testing, trainings and go live.
- Conduct project status meetings with Client project manager to review project progress and outstanding issues.
- Manage project change controls.
- Coordinate transition of client from project to support.

PRINCIPAL IMPLEMENTATION CONSULTANT

The Principal Implementation Consultant will be the most knowledgeable team member when it comes to the Tyler product line. They work closely with the client to ensure that their processes are implemented in a way that is best utilized by the software. Their responsibilities primarily include:

- Industry and Software Expert.
- Drives analysis discussion.
- Approve system definitions.
- Most complex configuration.
- Integration/GAP analysis documentation.

IMPLEMENTATION CONSULTANT

Implementation consultants are responsible for completing documentation and configuration deliverables. The work very closely with the principal implementation consultant to ensure any design concepts are in line with best practices. Their responsibilities include:

- Provide recommendations on configuration (supplementing Principal Consultant).
- Document configuration definitions.
- Configure software based on agreed upon definitions.
- Adjust configuration throughout UATs, Training &Go Live.
- Onsite Go Live Support.

TRAINER

Trainers provide on-site and remote training services to clients during the implementation process. In addition, Software Trainers teach live and web-based classes and may be assigned to conduct business process reviews or gap analyses for clients. Their primary responsibilities include:

- Provide training to client staff on administration and use of Tyler applications.
- Provide user acceptance testing assistance to client.
- Provide go-live assistance to client.
- Assist client and project team members in configuring and setting up Tyler applications.
- Teach web or live-based classes.

DATA & INTEGRATION SERVICES

Data conversion developers are tasked with the responsibility of migrating a client's legacy data into the new Tyler product. with the intent of making this data useful and meaningful. They are also responsible for designing and delivering any interfaces that do not leverage native Tyler Application Programming Interface (API). Their responsibilities include:

- Create legacy data mapping docs.
- Design identified integrations.
- Execute legacy data imports.
- Provide database assistance where needed.

REPORT DEVELOPER

Report developers develop custom reports based on the client's needs as defined by custom report specification documents. Their responsibilities include:

- Assist in analyzing a customer's reporting needs
- Compare samples provide to standard's provided by Tyler
- Create custom report specifications

- Create custom reports (and execute modifications)

SUPPORT TEAM LEAD

The Support Team Lead is responsible for the day-to-day operations of their support team to ensure service goals are met and that clients receive exceptional support. The Support Team Lead is responsible for ensuring that the customer's experience with Tyler is positive and productive and primarily focuses on the following:

- Respond to escalated client issues and negotiate solutions based on client needs and company policies.
- Review product changes and defects with development and provide them with client feedback to improve the overall product.
- Assign work and monitor on-going activities/problems of team members and work with them to assure proper follow up and closure.
- Work with the operations team to monitor team's support metrics and develop plans to help reduce problem areas.

SOFTWARE SUPPORT ANALYST

The Associate Software Support Analyst provides software support and technical assistance to Tyler clients and employees. They are responsible for diagnosing and solving client issues in a timely and courteous manner, working independently or with other Client Services staff to resolve issues with Tyler software products. Their responsibilities include:

- Provides inbound phone, web or email support for customers nationwide.
- Provides technical assistance, direction, support and consulting.
- Resolves customer inquiries and issues regarding software products.

Attachment E. Custom Programming Request Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

tyler

Custom Programming Request Form

Client:	
Date of Request:	
Contact Name:	
Expiration Date:	(Quote is valid for 30 days)

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

Tyler Technologies Use Only

		Impact Fee:	$0
Development Hours:	0	Development:	$0
Estimated Release Date:	See Dates Below	Implementation Cost:	$0
Estimated Release Version:	See Dates Below	Training Cost:	$0
		Documentation Cost:	$0
		Total Cost:	$0

R&D Authorization: ______________________

Sales Rep Authorization: ______________________ Total Cost: $0

Authorized: ______________________

Release Schedule

Release Schedule	Estimated Date
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature:	
Name (print):	
Title:	
Date:	

Please sign, date and return by fax:

Tyler Technologies, Inc.

Phone: 888-355-1093
Fax: 678-474-1002

Attachment F. Custom Report and Forms Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

EnerGov Custom Request Form

Fill out this form as completely and with as much detail as possible. Please attach any sample reports or other supporting documentation and be sure to save a copy for your records. The more detail provided, the better the report designer can develop the report without additional follow-up. Not all items will apply to each report; you need only complete those items that are relevant to the request. Exceptions to these requirements may be noted under Additional Details. To save time for a large number of similar report requests, save basic information as a template.

Client Name:

Report Requestor/Point of Contact:

Request Date:

EnerGov Module:
- ☐Application Management
- ☐Business License
- ☐Cashier
- ☐Code Management
- ☐Contact Management
- ☐Impact Management
- ☐Inspection Management
- ☐Object Management
- ☐Permit Management
- ☐Plan Management
- ☐Professional License
- ☐Project Management
- ☐Rental Prop Management
- ☐Request Management
- ☐Tax Remittance System
- ☐Other

Requested Completion Date:

Priority (1=High, 5=Low)
☐1 ☐2 ☐3 ☐4 ☐5

Report Name:

Report Type: ☐Report ☐Document

Report Description/Business Need:

Request Type: ☐New ☐Modification

Based on Similar or Existing Standard or Custom Report:

Report Target: ☐Client ☐Customer ☐EnerGov

Format Design:

Report Style: ☐Replicate Sample Exactly OR ☐Listing ☐Letter ☐Free Form ☐Certificate ☐Dashboard

Report Orientation:
☐Portrait ☐Landscape

Report Output:
☐Print/PDF ☐ Excel/CSV

Paper Type:
☐Letter ☐Legal ☐Ledger ☐Printed Form ☐Other

Include Print Date/Time:
☐Time ☐Header ☐Left
☐Date ☐Footer ☐Center
☐Right

Include Page Numbers:
☐Page N ☐Header ☐Left
☐Page N of M ☐ Footer ☐ Center
☐Right

Date/Time Formats:
☐MM/DD/YYYY ☐HH:MM?M
☐M/D/YY ☐HH:MM?m
☐MMM D, YYYY ☐H:MM?M
☐MMM, YYYY ☐H:MM?m
☐DD/MM/YY ☐HH:MM
☐MM/DD/YY ☐HHMM (24)

Default Font Information: (Times New Roman, 10 point, Black if not specified):

Font Name: Font Size: Font Color: Black or

Technical Design:

Identify Attached Specifications/Sample Documents (XLS, DOC, PDF, etc.):

Primary SQL Stored Procedure (for existing reports):

EnerGov Parameter:
☐Date Range ☐ Module ID ☐Other

Record Selection Inclusion/Exclusion Filter or Parameters (please put additional filters in the Notes for Developer):

Filter #1 Filter#2 Filter#3

Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐ Dynamic

How Report Data is to be Stored or Grouped (please put additional sort/groupings in the Notes for Developer):

Primary Sort: ☐Group Secondary Sort: ☐Group Tertiary Sort: ☐Group

Additional Details
Notes For Developer:
QA Instructions/Test Case Scenarios:
Client Services Notes:
Client Notes:

Approvals	
Ready To Develop Checklist	
☐	All static and data elements have been identified in the report specification
☐	All formatting requirements have been identified in the report specification
☐	Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
☐	Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
☐	Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
☐	All custom fields have been created in the client database
☐	All custom fields have been configured on appropriate Additional Info dialogs
☐	All record types, classes, statuses, etc. necessary to the report have been configured
☐	All fees and fee templates necessary to the report have been configured
☐	All address types necessary to the report have been configured
☐	All contact types necessary to the report have been configured
☐	All objects, impact conditions, certifications, and other elements necessary to the report have been configured
☐	All workflow steps and actions necessary to the report have been configured
☐	All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
☐	Client has approved custom report request specification

Specification Report Developer	**Specification Date**	**Estimated Initial Dev/QA Hours**	**Estimated Initial Dev/QA Cost**
Client Services Representative		**Submitted Date**	**Billable Type:** ☐Contracted ☐Purchase Order

Client Approval

I agree that the above and associated documents accurately reflect the requirements for this Custom Report Request.

_______________________ _______________________ _______________________
Client Name Client Signature Date

tyler

Understanding the EnerGov Custom Report Request Form

The following describes each item on the EnerGov Custom Report Form:

General Information

- **Client Name** – Name of the project client.
- **Report Requestor/Point of Contact** – Name of original customer or Tyler source of report requirements.
- **Request Date** – The date the request form is filled out.
- **EnerGov Module** – Check the box for the module for which the report is being developed.
- **Requested Completion Date** – The date the report has been promised to the customer.
- **Priority** – The importance of the report to the client (high priorities will be completed first).
- **Report Name** – The name the report is to be called (will be used for the RPT and SQL file names).
- **Report Type** – Whether the report is a batch-style report or single case document.
- **Report Description/Business Need** - Describe the purpose or use of the report.
- **Request Type** – Whether request is based on, or modification to, an existing report or a new report.
- **Based On Or Similar To Existing Standard or Custom Report** – Identify an existing report that should be used as a starting point for further development.
- **Report Target** – Indicate if this report is for EnerGov use, internal Client use, or will be delivered to end Customers.

Format Design

- **Report Style** – Whether the report style is a listing format (table), Letter (to be mailed), Form (completed or to be filled out), Certificate (such as license or permit), Dashboard (summary analysis of data) or Exact (identical to the sample report).
- **Report Orientation – Whether the report page orientation is Portrait or Landscape.**
- **Report Output** – Whether report is intended to be read (Print/PDF) or exported (Excel/CSV).
- **Paper Type** – Select the type of paper the report will be printed on (letter, legal, ledger, pre-printed form, or other paper size). If selecting other, please identify in Additional Notes.
- **Include Print Date/Time** – Select whether to include the print date and/or time in the report header/footer and to justify it center, left or right.
- **Include Page Numbers** – Select whether to include Page Number and or Page Total in the report header/footer and to justify it center, left or right.
- **Date/Time Formats – Select the default style of date and time to be used in the report.**
- **Default Font Information – If the default font size, style and color not specified: Times New Roman, 10pt, Black.**

Technical Design

- Identify Attached Specification/Sample Documents - List the file names of additional requirements specifications or sample documents.
- **Primary SQL Stored Procedure – The name of any existing stored procedure to be used for the report.**
- **EnerGov Parameter** – Indicate if the key report parameter is a date range, an EnerGov Module ID or other field.

- **Record Selection Inclusion/Exclusion Filter Or Parameters** – List any filters to include or exclude records, in addition to any EnerGov Parameter, that should be applied to the data record selection or SQL Stored Procedure. If the filter is to be a user-prompted parameter, indicate whether the user will enter a value, select from a list of static values, or select from a dynamic list of values. If more than three, please list in ***Notes For Developer***.
- **How The Report Is To Be Sorted or Grouped –** List any primary, secondary or tertiary sorting. Note if the report should be grouped by the sort value. If any group summary totals and/or if more than three sort/group levels are required, please list in *Notes For Developer*.

Additional Details

- **Notes for Developer** – Any additional information that will aid in the design and development of the report.
- **QA Instructions/Test Case Scenarios –** Special testing information to facilitate report testing and validation.
- **Client Services Notes –** Any additional comments about the report for the Implementation Team.
- **Client Notes** – Any additional comments about the report for the client.

Approval

- **Ready To Develop Checklist –** List of items for Implementation to make sure are complete before submitting the Report Request.

    - All static and data elements have been identified in the report specification
    - All formatting requirements have been identified in the report specification
    - Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
    - Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
    - Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
    - All custom fields have been created in the client database
    - All custom fields have been configured on appropriate Additional Info dialogs
    - All record types, classes, statuses, etc. necessary to the report have been configured
    - All fees and fee templates necessary to the report have been configured
    - All address types necessary to the report have been configured
    - All contact types necessary to the report have been configured
    - All objects, impact conditions, certifications, and other elements necessary to the report have been configured
    - All workflow steps and actions necessary to the report have been configured
    - All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
    - Client has approved custom report request specification

- **Specification Report Developer –** The name of the Report Developer assisting in the requirements gathering and report specification.
- **Specification Date –** The date the specification was completed.

- **Estimated Initial Development/QA Hours** – The number of hours expected for initial report development and QA. Revisions and subsequent changes to the specification may require additional hours.
- **Estimated Initial Development/QA Cost** – The expected billable cost for initial report development and QA. Revisions and subsequent changes to the specification may lead to additional billable costs.
- **Client Services Representative** – The name of the Client Services Representative working with the client.
- **Submitted Date** – The date the approved Custom Report Request is submitted to the Report Development Team.
- **Billable Type** – Whether this report is part of a contracted set of development hours, or will be billed against a client purchase order.
- **Client Approval** – Authorization by the client verifying that the report requirements are correct.

Attachment G. DB Data Model and Guide

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Data Conversion for EnerGov Enterprise Server Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

Contact Repository:

contact

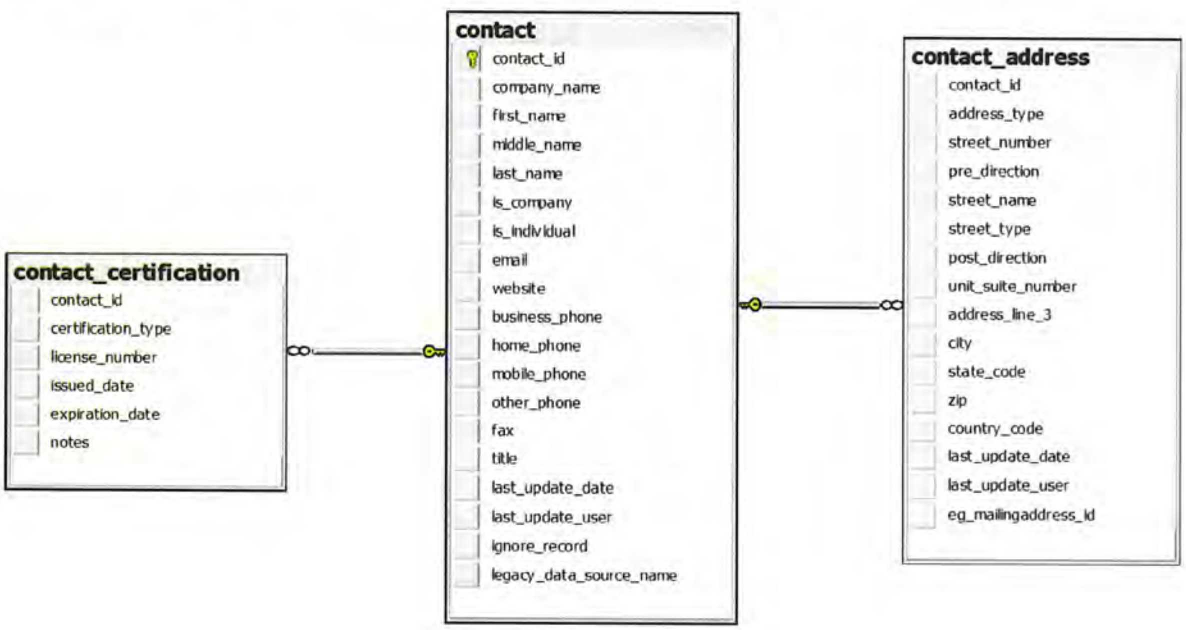
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

contact_address

The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

contact_certification

This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.



Professional Licensing:

contact

See Contact Repository.

professional_license

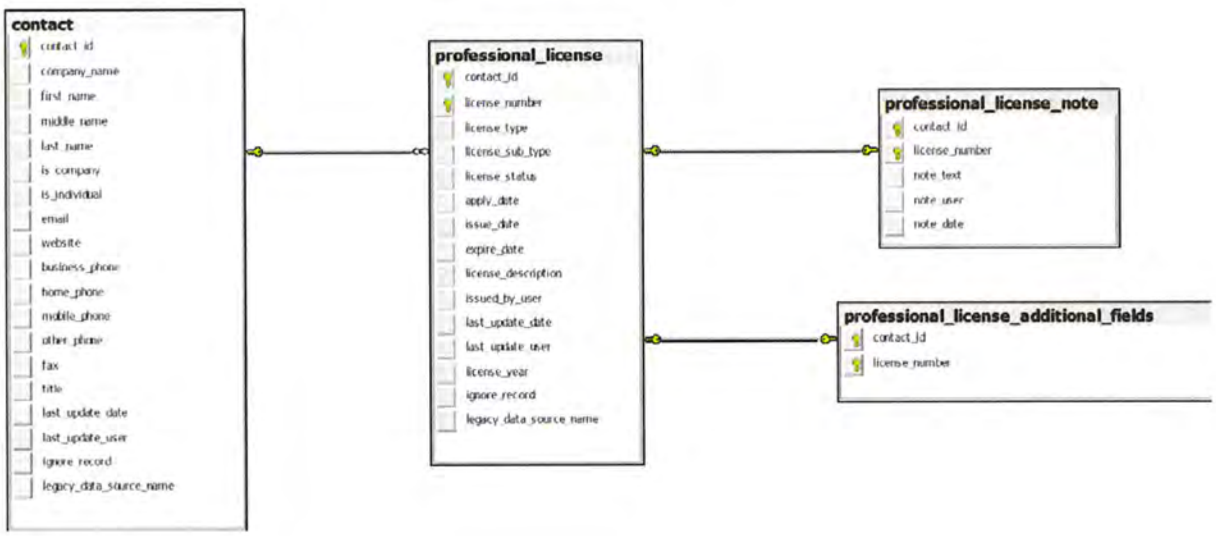
Usually a license related to an individual or contractor of some sort.

professional_license_note

Simply a place for logging memos on the license.

professional_license_additional_fields

Add any other fields which are not provided in the template model.



Business Licensing:

contact

See Contact Repository.

Business

The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel

For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact

For business contacts that link up to the master contact repository.

business_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection

For routine inspections associated to business licenses.

business_license

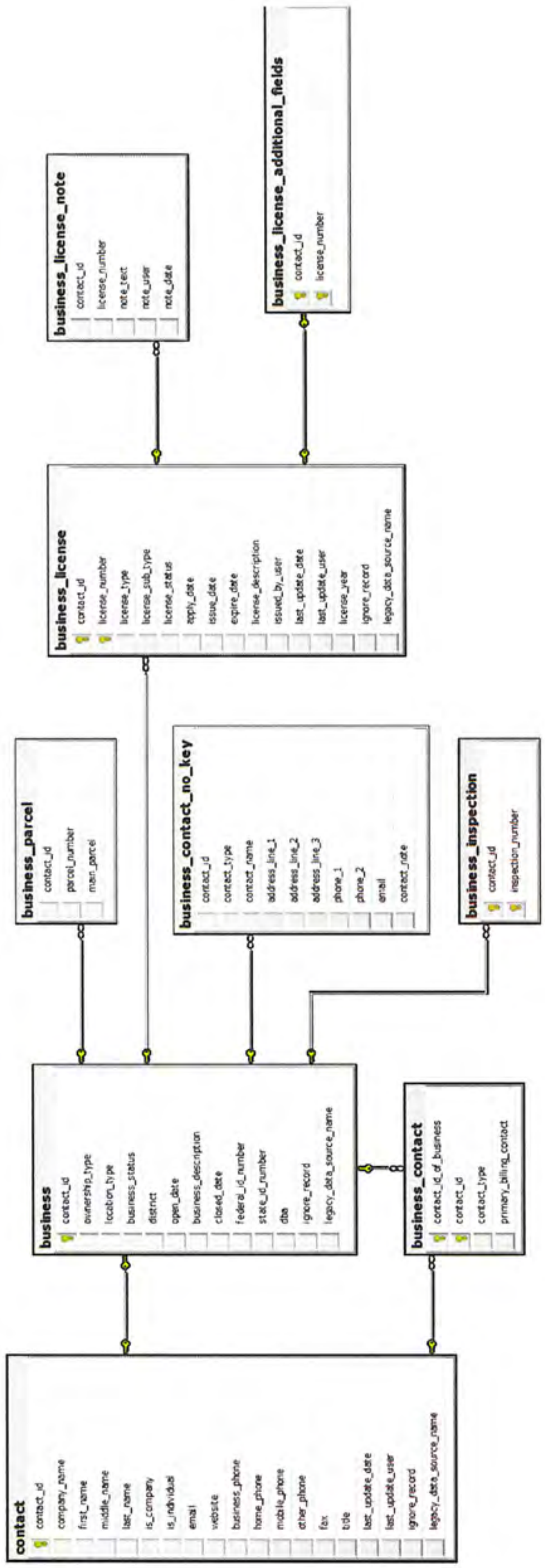
Holds licenses related to a company.

business_license_note

Simply a place for logging memos on the license.

business_license_additional_fields

Add any other fields which are not provided in the template model (at the license level).


business_license_note
contact_id
license_number
note_text
note_user
note_date
business_license_additional_fields
contact_id
license_number
business_license
contact_id
license_number
license_type
license_sub_type
license_status
apply_date
issue_date
expire_date
license_description
issued_by_user
last_update_date
last_update_user
license_year
ignore_record
legacy_data_source_name
business_parcel
contact_id
parcel_number
main_parcel
business_contact_no_key
contact_id
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
business_inspection
contact_id
inspection_number
business
contact_id
ownership_type
location_type
business_status
district
open_date
business_description
closed_date
federal_id_number
state_id_number
dba
ignore_record
legacy_data_source_name
business_contact
contact_id_of_business
contact_id
contact_type
primary_billing_contact
contact
contact_id
company_name
first_name
middle_name
last_name
is_company
is_individual
email
website
business_phone
home_phone
mobile_phone
other_phone
fax
title
last_update_date
last_update_user
ignore_record
legacy_data_source_name

Code Enforcement:

code_case

Self-explanatory.

code_case_address

The various addresses associated to the case. Address_type is available to distinguish different addresses (location, owner, etc.). code_parcel - For integration with GIS, simply provide the parcel number (or PID) of the case location.

code_case_contact

For case contacts that link up to the master contact repository.

code_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Complainant, Owner, Tenant, etc.).

code_inspection

For inspections associated to code cases.

code_case_history_log

If history of updates to the case are really needed, they can be logged here.

code_case_note

Simply a place for logging memos on the case.

code_case_additional_fields

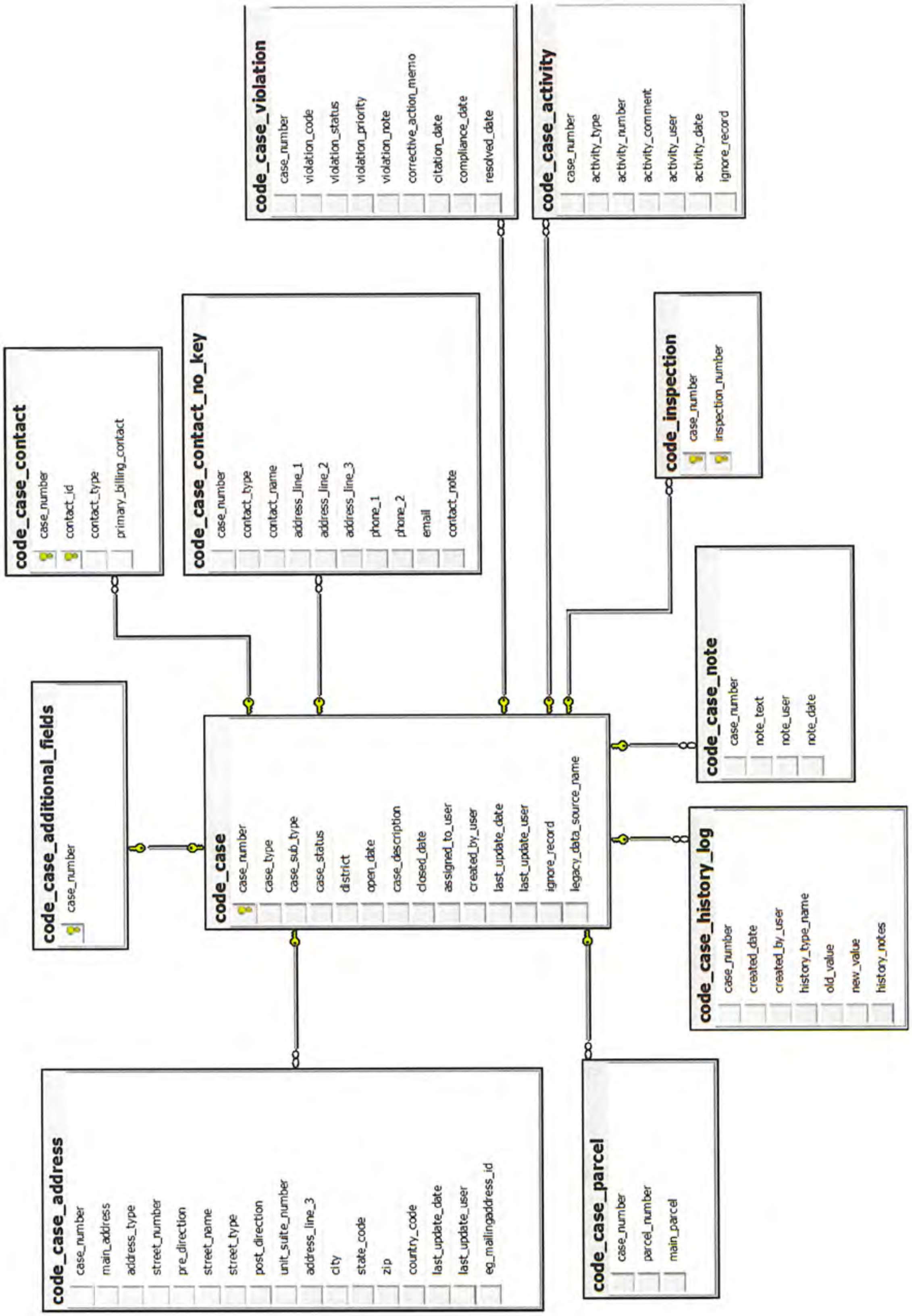
Add any other fields which are not provided in the template model (at the case level).

code_case_violation

Violations associated to the case. These usually reference city/county code numbers.

code_case_activity

A place to log various events that have occurred against the case.


code_case_contact
case_number
contact_id
contact_type
primary_billing_contact
code_case_contact_no_key
case_number
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
code_case_violation
case_number
violation_code
violation_status
violation_priority
violation_note
corrective_action_memo
citation_date
compliance_date
resolved_date
code_case_activity
case_number
activity_type
activity_number
activity_comment
activity_user
activity_date
ignore_record
code_inspection
case_number
inspection_number
code_case_additional_fields
case_number
code_case
case_number
case_type
case_sub_type
case_status
district
open_date
case_description
closed_date
assigned_to_user
created_by_user
last_update_date
last_update_user
ignore_record
legacy_data_source_name
code_case_note
case_number
note_text
note_user
note_date
code_case_history_log
case_number
created_date
created_by_user
history_type_name
old_value
new_value
history_notes
code_case_address
case_number
main_address
address_type
street_number
pre_direction
street_name
street_type
post_direction
unit_suite_number
address_line_3
city
state_code
zip
country_code
last_update_date
last_update_user
eg_mailingaddress_id
code_case_parcel
case_number
parcel_number
main_parcel

Permits:

Permit

Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel

For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact

For case contacts that link up to the master contact repository.

permit_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection

For inspections associated to permits.

permit_history_log

If history of updates to the permit are really needed, they can be logged here.

permit_note

Simply a place for logging memos on the permit.

permit_additional_fields

Add any other fields which are not provided in the template model (at the permit level).

permit_activity

A place to log various events that have occurred against the permit.

permit_hold

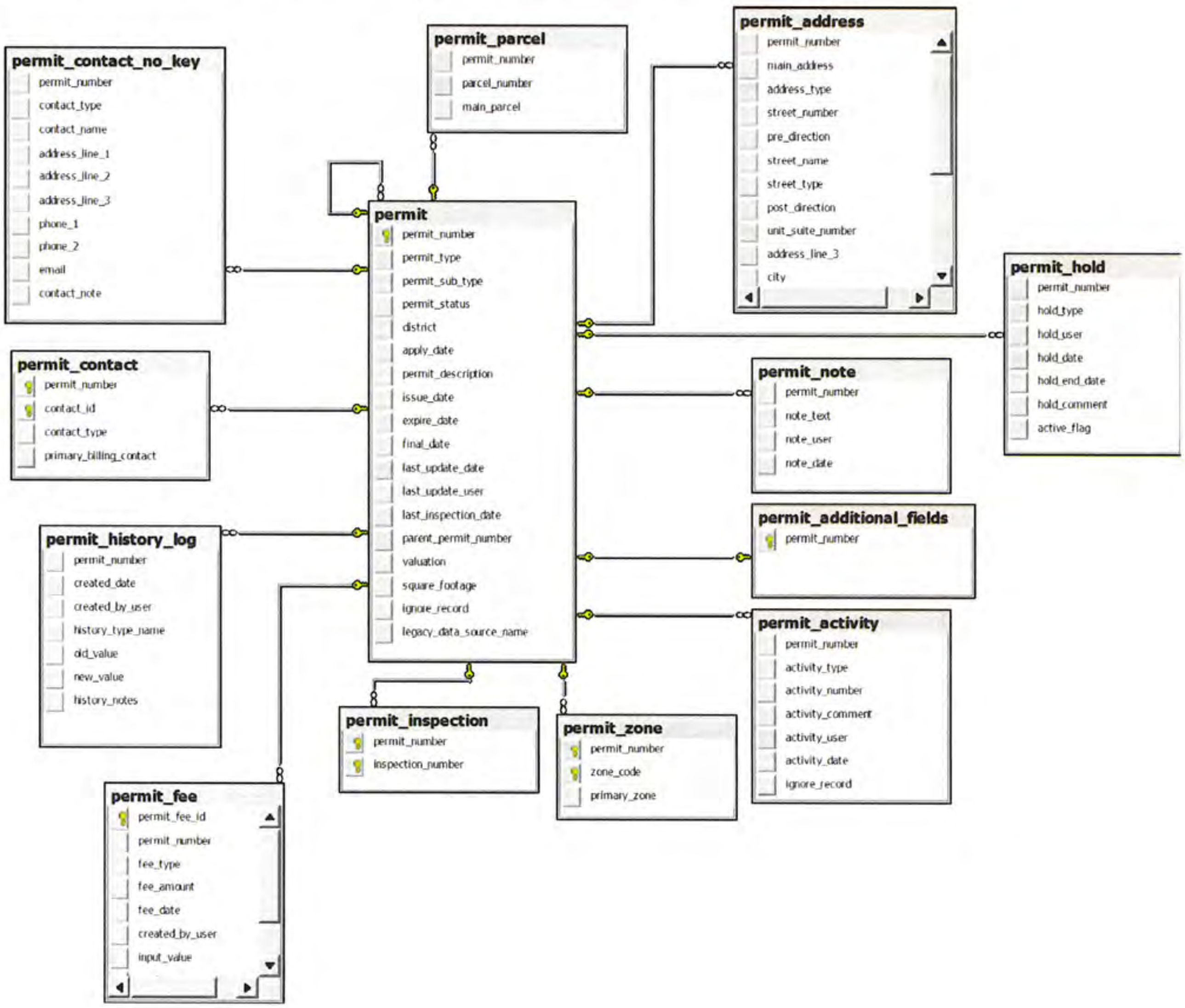
For instances where a stop work, or a hold was/is issued against a permit.

permit_zone

Simply provides a place to link zones to a permit. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

permit_fee

Simply shown for reference here. Also see the Financial Tables section.



Plans:

plan_case

Self-explanatory.

plan_address

The various addresses associated to the case. Address_type is available to distinguish different addresses.

plan_parcel

For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

plan_contact

For case contacts that link up to the master contact repository.

plan_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

plan_inspection

For inspections associated to cases.

plan_history_log

If history of updates to the case are really needed, they can be logged here.

plan_note

Simply a place for logging memos on the case.

plan_additional_fields

Add any other fields which are not provided in the template model (at the case level).

plan_activity

A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

plan_hold

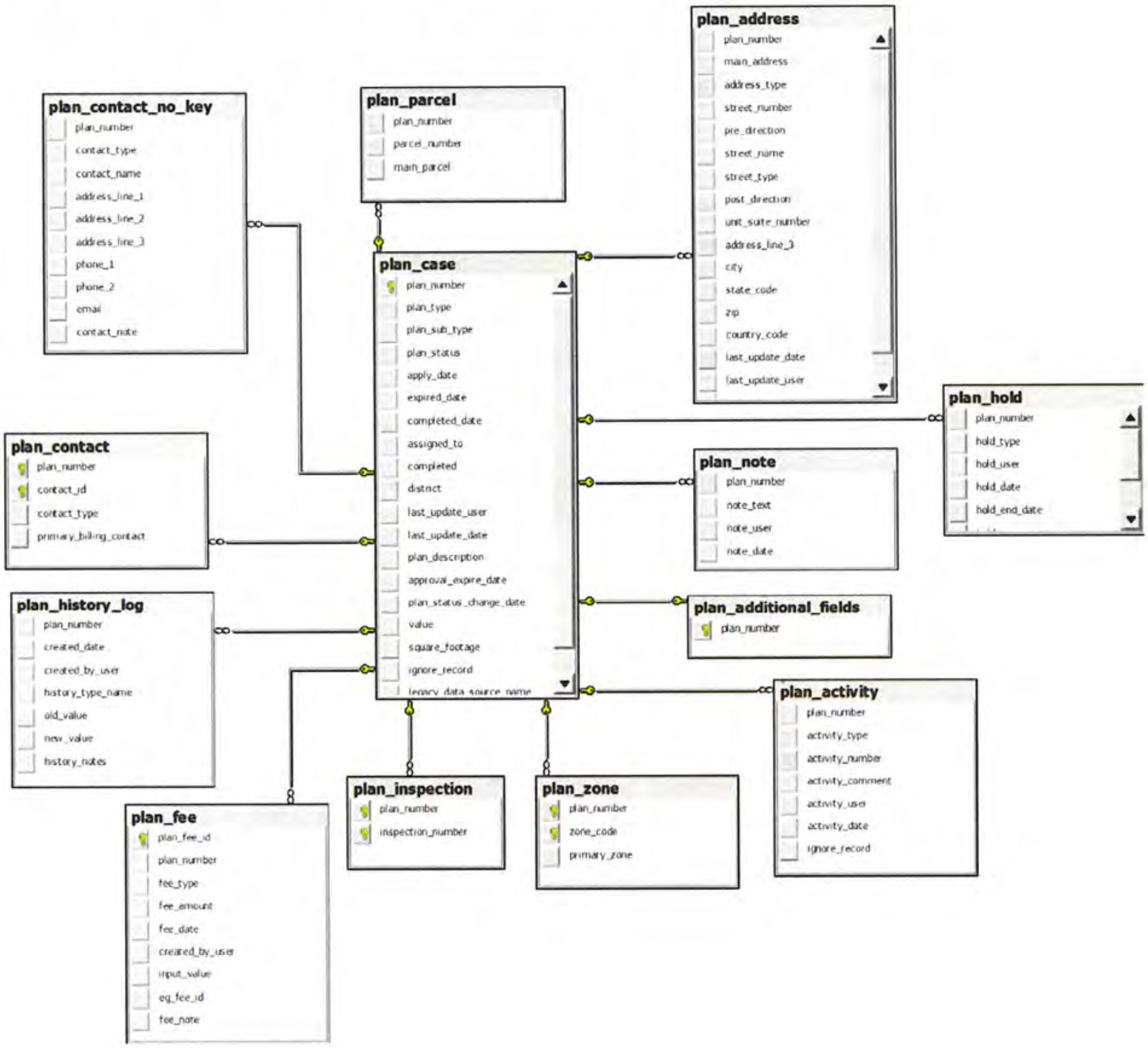
For instances where a stop work, or a hold was/is issued against a case.

plan_zone

Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee

Simply shown for reference here. Also see the Financial Tables section.



Inspections:

Inspection

This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection

For inspections associated to plan cases.

permit_inspection

For inspections associated to permits.

code_inspection

For inspections associated to code cases.

business_inspection

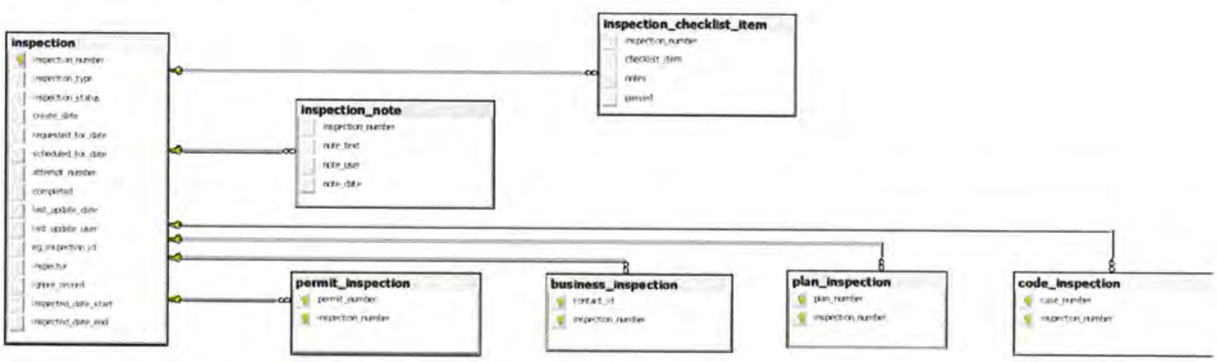
For inspections associated to businesses.

inspection_note

Simply a place for logging memos on the inspection.

inspection_checklist_item

These can be used for categorized checklist info, violations, etc.



Financial Tables:

permit fee

Holds the details for fees associated to permits.

plan fee

Holds the details for fees associated to plans.

payment

Records representing funds received.

payment_reversal

Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSFs, and refunds. These should be linked back to the original payment record that they are reversing.

permit_payment_detail

records the amount applied to each individual fee (line item) within a payment.

plan_payment_detail

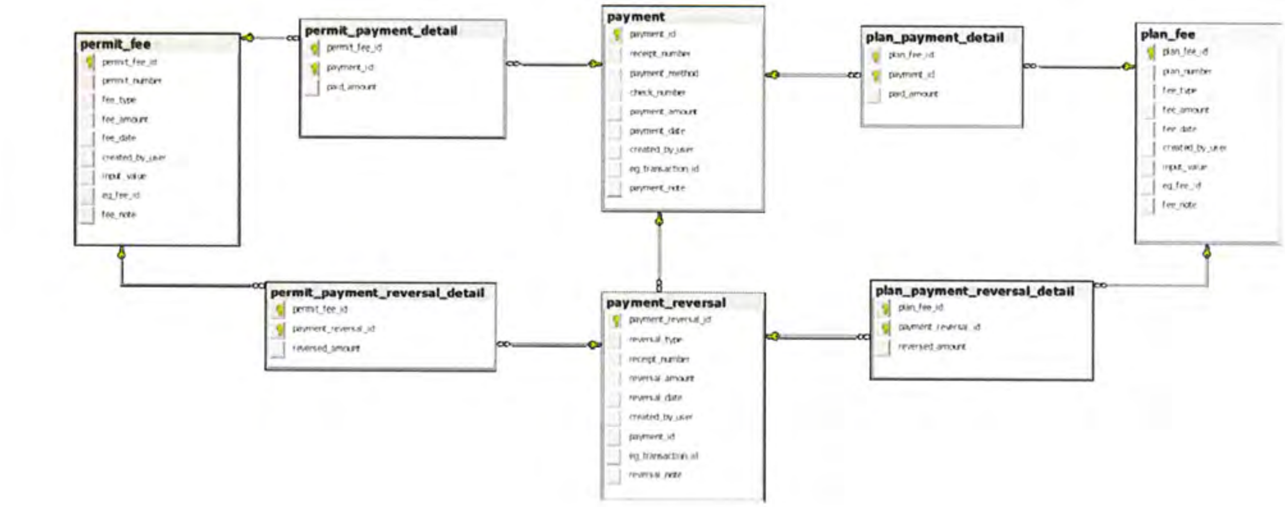
records the amount applied to each individual fee (line item) within a payment.

permit_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.

plan_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.


permit_fee
permit_payment_detail
payment
plan_payment_detail
plan_fee
permit_payment_reversal_detail
payment_reversal
plan_payment_reversal_detail

Attachment H. Data Conversion Process

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Data Conversion Process for EnerGov Enterprise Server (Template DB Option)

Overview:

This document is an intro to the SQL Server EG_Template database and how to populate it.

Modularized Design:

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

There are tables that cross multiple modules. The most notable of these involve inspections and payment transactions.

Database diagrams have been included in the EG_Template database. These show the tables and their relationships for each module.

Required Fields:

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov db without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Some of these fields are drop-down lists in EnerGov, which means that we will be restricted in the values that we can write to these required fields in the EnerGov db. For drop-down fields, there is no restriction on what can be written in the EG_Template db. So, exact spelling or careful matching to the EnerGov configured values is not an issue for fields that are destined for EnerGov drop-down fields. We will run these through a separate mapping table to translate the values to the appropriate EnerGov value during conversion. These mappings will be negotiated during the development phase of the conversion.

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

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

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

There are sometimes special features of a legacy system which EnerGov does not account for in the EG_Template db. We may have to work out a custom solution to handle these special cases.

Contacts:

This is always a big topic for data migrations. These generally fall into two categories:

3. Those contacts that were managed with each person/company having one contact record, which is kept up to date over time. As this person/company is associated with records over time (getting a business license, pulling permits, being associated to a code violation), that one contact record is attached to the permit, license, code case, etc. With this model, there is generally no duplication of contact records (except when created by mistake).

4. Contacts where the user keys the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself. So, if a contact has been associated to 10 different permits over time, there would be 10 records with the contact attributes (each one will likely have slightly different values in the various fields like name, address, phone, etc.). With this model, there is considerable duplication of contacts.

In the EnerGov model, contacts are stored as in category 1 above. Those contacts put into EG_Template without a master 'contact' record link (category 2 above) will be migrated into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository.

For example, when populating the permit contacts, those contacts for category 1 should go into the 'permit_contact' table. Those contacts for category 2 should go into the 'permit_contact_no_key' table.

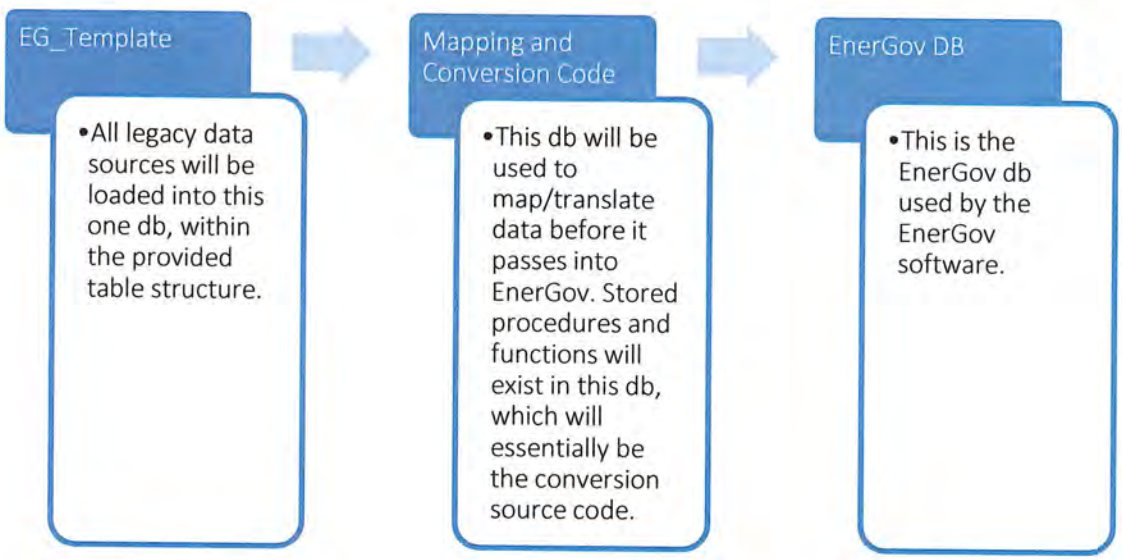
Multiple Legacy Data Sources:

There are usually multiple data sources to convert in a project. The plan is to have all data sources populated into the EG_Template db. At the main table level, there is an optional column where the legacy data source can be populated for reference. This is provided as a way to easily count up or research records originating from a particular legacy data source.

Overall Architecture of Conversion:

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

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



Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

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

Step	Step Name	Responsible Party	Notes
1	**Load legacy data into template database**	**Client**	This should just be an up-to-date extract of the legacy data into the template db.
2	**Conversion execution**	**Tyler**	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	**Go Live**	**Tyler /Client**	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

Exhibit E
Schedule 2
Energov Statement of Work

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Exhibit F
Tyler Proposals

Tyler's Proposals to the City of Santa Fe, dated March 4, 2016 for Core Financials, Human Resources and Payroll, and Community Development Functionality, and dated June 9, 2016 for Software and Implementation Services for Community Development System are incorporated herein by reference. Tyler's Proposals referenced herein shall include any Tyler responses to the City of Santa Fe's Request for Clarification.

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Exhibit G
Client's Requests for Proposal

The City of Santa Fe's Requests for Proposals for Software and Implementation Services for Integrated Systems for Core Financials, Human Resources and Payroll, and Community Development Functionality (RFP #16/22/P) and for Software and Implementation Services for Community Development System (RFP #16/42/P), are incorporated herein by reference.

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City of Santa Fe, New Mexico
Memorandum

DATE: August 20th, 2025

TO: Mark Scott, City Manager MS

VIA: Eric Candelaria, ITT Department Director EC

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for Tyler Technologies, Inc Amendment #2 to Item #17-0381

ITEM & ISSUE:
Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Tyler Technologies, Inc Amendment #2 to Software as a Service Agreement item# 17-0381 which expired on May 31st,, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment
The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.
Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Aug 20, 2025 20:20:12 MDT)

Mark Scott, City Manager

Eric Candelaria (Aug 20, 2025 18:43:21 MDT)

Eric Candelaria, ITT Director

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-TTI-GAWX+-25-26

CONTACT NAME: Finn Davis
PHONE (A/C, No, Ext): (617) 999-7893 **FAX (A/C, No):**
E-MAIL ADDRESS: Finn.Davis@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : QBE Specialty Insurance Company	11515
INSURER E :	
INSURER F :	

INSURED
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

COVERAGES **CERTIFICATE NUMBER:** NYC-011255873-26 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			10UENBA4DHY	04/01/2025	04/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			10UENBK8G3C	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			10XHUBC1DGX	04/01/2025	04/01/2026	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			10WNS88300	04/01/2025	04/01/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability/Cyber			130001996	06/17/2025	06/17/2026	Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is Additional Insured under the general liability, auto and umbrella policy where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 875040909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

Form **W-9** (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Tyler Technologies, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Office Address:	Remit Address:
5101 Tennyson Parkway	Box 203556

6 City, state, and ZIP code

Plano, TX 75024	Dallas, TX 75320-3556

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

7 5 – 2 3 0 3 9 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Arlene Stanley **Date** 01/08/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

[2] Circle the minor’s name and furnish the minor’s SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Outlook

RE: Tyler ERP Renewal & Next Step

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Wed 6/18/2025 2:06 PM
To DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>
Cc CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; LUCERO, PATRICK A. <palucero@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; BOLDEN, JOSEFA X. <jxbolden@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>

1 attachment (50 KB)
OnePennyMemoSPD.pdf;

Good afternoon, Zarifa,

Pursuant to NMSA 1978, Section 13-1-150, General Services contracts may have a term of up to ten years (measured from the original Mayor's signature date to the expiration). As this statute was cited in both the procurement and the resulting contract, an extension is permissible. Please proceed immediately with processing an amendment to extend the contract term so that the total duration equals ten (10) years.

Keep in mind that the packet must go through several steps—including development, legal review, procurement review, contractor review, initial signatures, committee reviews, and Governing Body approval—so timely action is essential.

Looking ahead, please ensure a new procurement is initiated well in advance of the revised expiration date to allow adequate time for transition—including procurement, implementation, training, and any other necessary steps.

Items needed for the amendment packet:
1. Memo
2. Amendment
3. The attached SPD memo
4. This email as a PDF
5. Updated/Current Certificate of Insurance (COI)
6. Original packet (including the original contract and any previous amendments)
   - @OSTER, EMILY K.: The packet is relatively large—may they reference it in the amendment packet instead of including it in full?
6. All other supporting materials (per the roadmap)

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, June 18, 2025 11:03 AM
To: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; LUCERO, PATRICK A. <palucero@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; BOLDEN, JOSEFA X. <jxbolden@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Subject: RE: Tyler ERP Renewal & Next Step

Zarifa,
The first part of this exercise is for Marcos and me to determine whether the contract can exceed its original term.

Marcos,
I'll go ahead and add a meeting to your calendar so we can review this together. In the meantime, please take a look at the file linked below—it includes the limited documentation I was able to gather.

File: 16-22-P Software Implementation - Munis

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Sent: Friday, June 13, 2025 2:20 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Tyler ERP Renewal & Next Step

thank you for the update.

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications

Mouton Hall, Midtown

Santa Fe, NM 87504

Cell – 505.470.5963

edcandelaria@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, May 29, 2025 6:29:24 PM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Subject: RE: Tyler ERP Renewal & Next Step

The contract is set to expire on **August 31, 2025**, unless an amendment is processed to extend it.

Please note that only **Legal** and I can determine whether a contract can exceed the term stated in the original contract and procurement. If you believe an extension is necessary beyond August 31, 2025, let me know so we can review and advise accordingly.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Sent: Thursday, May 29, 2025 6:25 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Fw: Tyler ERP Renewal & Next Step

See below

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications

Mouton Hall, Midtown

Santa Fe, NM 87504

Cell – 505.470.5963

edcandelaria@santafenm.gov

From: Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Sent: Monday, February 17, 2025 3:25:15 PM
To: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Re: Tyler ERP Renewal & Next Step

Good evening,

I was able to get your contract. In Section F - Terms and Conditions, your term is stated:

> Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, 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 parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

There's more to unpack here than usual. Firstly, you do have automatic renewals included in this verbiage, "this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees."

However, I've never seen this before, "The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals." That does put the expiration at March of 2025 since this contract originated in 2017. I looked up that law to see how it reads, and this website, https://law.justia.com/codes/new-mexico/chapter-13/article-1/section-13-1-150/, says it was amended in 2018:

> **The 2018 amendment,** effective May 16, 2018, increased the maximum term for certain multi-term contracts; and in Subsection A, after "the term shall not exceed", deleted "eight" and added "ten".

I'm obviously not a lawyer, but I would take that to mean that you have two more years before this is an issue. I'm not saying you should wait until then to address it, but at least there's no immediate concern. I'm happy to jump on a call and talk it over with you. I have the most availability on Thursday.

Thanks,

Jeremy Shaw
Account Representative

Book time to meet with me

P: (207) 518-4592

www.tylertech.com

From: Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Sent: Monday, February 17, 2025 3:48 PM
To: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Re: Tyler ERP Renewal & Next Step

Hello,

I just wanted to respond quickly to confirm and put minds at ease, services will not be interrupted.

I should have more for you soon regarding the specifics of your contract.

Thanks,

Jeremy Shaw
Account Representative

Book time to meet with me

P: (207) 518-4592

www.tylertech.com

From: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>
Sent: Monday, February 17, 2025 3:40 PM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Tyler ERP Renewal & Next Step

Good Afternoon,

I was able to call and talk to Jeremy at Tyler, who is our account rep for the ERP system at Tyler.

I have asked Jeremy to do a deep dive into our CoSF Tyler contract and he should be getting back to us in the next day or two. But I do want to highlight a couple of items Jeremy mentioned:

- Auto renew clause- There “should” be an auto renew clause in the contract, but Jeremey is checking and will confirm
- I did get a verbal guaranteed from Jeremy that Tyler will not shut off the ERP or interrupted services to CoSF while we are working through the renewal.

Jeremy, if I am miss-quoting you please let me know in this email chain, just so there is a paper trail.

Please let me know if you have any questions.

Thanks,

Zander Bolyanatz
Project Manager, Information Technology & Telecommunications
Mouton Hall, Midtown
Phone: (505) 955-5512
Email: albolyanatz@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

--

Susana Martinez
New Mexico Governor

Ed Burckle
Cabinet Secretary

Lawrence O. Maxwell
State Purchasing Agent

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Administrative Services Division
(505) 827-2000
Building Services Division
(505) 476-2425
Property Control Division
(505) 827-2141
Purchasing Division
(505) 827-0472
Risk Management Division
(505) 827-2036
State Printing & Graphic Services Bureau
(505) 476-1950
Transportation Services Division
(505) 827-1958

June 6, 2013

SPD POLICY MEMO #FY13-003

Professional Services with Small Amounts of Non-Professional Services or Goods

This Policy Memo rescinds SPD Policy Memo #FY09-004, dated April 29, 2009, "Professional Services with Small Amounts of Non-Professional Services Components"

Effective immediately, Professional Services contracts containing ANY amount of general services or goods shall be considered general services contracts. General services contracts must be procured and processed for execution (final signature) using the processes and procedures of the State Purchasing Division of the General Services Department.

This policy memo codifies and reflects a coordinated State Purchasing Division and Department of Finance and Administration/Contracts Review Bureau position that has been previously implemented.

Lawrence O. Maxwell
State Purchasing Agent

GB- 350-Tyler_Technologies_Amendment_2_

Final Audit Report 2025-10-14

Created:	2025-10-09
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgrIsySWQy6NSpbUxbon8iNP_ks-R0RTZ

"GB- 350-Tyler_Technologies_Amendment_2_" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-09 - 7:23:12 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-10-09 - 7:28:20 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2025-10-09 - 7:28:27 PM GMT- IP address: 51.54.38.123

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 8:03:04 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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