SUBJECT: ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION

BID #: ESC-0503-18 **OPEN DATE: 2018-10-17**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACTS- FIVE (5) YEARS FROM DATE OF CONTRACT EXECUTION WITH ONE (1) ADDITIONAL THREE (3) YEAR OPTION

AGENCY: INFORMATION TECHNOLOGIES DIVISION/ VARIOUS DEPARTMENTS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 19 **NUMBER RECEIVED:** 6 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

On March 28, 2019, approval was granted to enter contract negotiations with the highest scoring vendor, Tyler Technologies Inc.

Recommend approval of award to Tyler Technologies, Inc., as a result of negotiations in the amount of $11,979,806.00 for ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION. Period of service will be five (5) years from the date of contract execution with one (1) additional three (3) year renewal option.

FUNDING SOURCES: 53101.113001.531180 and 53106.11302.565220.000638. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Proposal, Contract, Previous Award

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies / CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

CITY OF JACKSONVILLE

DATE: August 26, 2020

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO

FROM: Cheryl Bradley, Applications Development Project Manager

RE: **ESC-0503-18 Enterprise Permitting and Land Use Solution**

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2020.08.26 16:30:10 -04'00'

Cheryl Bradley — Digitally signed by Cheryl Bradley Date: 2020.08.26 16:08:38 -04'00'

The City of Jacksonville (City) entered into contract negotiations under Bid ESC-0503-18 with the number one ranked firm, Tyler Technologies, Inc., for an enterprise permitting and land use (EPLU) solution. The negotiations resulted in a services contract inclusive of the following contracts/agreements with Tyler Technologies:

- Services Contract
- Exhibit A – Statement of Work
- Exhibit B – Deliverables / Payment Schedule
- Exhibit C – Investment Summary
- Exhibit D – Terms and Conditions
- Exhibit E – Tyler SaaS Agreement Terms
- Exhibit F – SaaS Solution Requirements and Services
- Exhibit G – SaaS Solution Hosting Requirements and Services
- Exhibit H – Implementation Services & Deliverables

This contract reflects an increase of $2,137,550 from the initial costs for professional services resulting from a request from the City for more Tyler resource availability on the project as well as additional reporting to ensure support and coverage across the eleven (11) affected agencies. Additionally, there was an increase in SaaS recurring costs due to the replacement of named user licenses to the more cost effective enterprise licensing model during year two (2).

Adherence to the project timeline, the number of system replacements (11), the complexities of revamping current interfaces and integrations, and the volume and magnitude of data conversion requirements necessitated the need to proactively request an increased response for professional services.

The professional services increase includes:

- Full-time services from two (2) implementation consultants
- Full-time services from one (1) implementation/integration architect
- Full-time services from at least (1) project manager
- Increased hours and services from all other supporting consultants (such as data conversion consultant, training, etc.)
- Onsite presence increase from 80 weeks to 324 weeks.*
- Increase custom report development from 20 to 70.

CITY OF JACKSONVILLE

*Note: Provisions have been made within the contract to reduce costs by $1700 per resource, per week should travel restrictions (such as with COVID-19) prohibit onsite activity.

Accordingly, this is to recommend approval of award to Tyler Technologies, Inc. as a result of the negotiations for a period of 5 years from the execution of the contract not to exceed amount of $11,979,806, with renewal options of up to three (3) additional years.

Professional Services:	$4,252,480
SaaS Licensing & Services (Years 1 – 5):	$4,441,640
(Optional) SaaS Licensing & Services (Years 6 – 8):	$3,285,686
Total Award Amount:	$11,979,806

FUNDING SOURCES: 53106.113002.565220.000638
53101.113001.531180.000000

Tracy Geake Digitally signed by Tracy Geake Date: 2020.08.26 16:13:13 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments:
- Services Contract
- Exhibit A – Statement of Work
- Exhibit B – Deliverables / Payment Schedule
- Exhibit C – Investment Summary
- Exhibit D – Terms and Conditions
- Exhibit E – Tyler SaaS Agreement Terms
- Exhibit F – SaaS Solution Requirements and Services
- Exhibit G – SaaS Solution Hosting Requirements and Services
- Exhibit H – Implementation Services & Deliverables

CC: Tracy Geake, ITD Finance Manager
Thomas Ossi, Technology Contract and Records Manager
William Killingsworth, Director of Planning & Development
Bryan Mosier, Director of Neighborhoods
Tom Goldsbury, Project Manager
Richard Reilly, Applications Development Project Manager

SUBJECT: ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SaaS) SOLUTION

BID #: ESC-0503-18 **OPEN DATE: 2018-10-17**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACTS

AGENCY: INFORMATION TECHNOLOGIES DIVISION/ VARIOUS DEPARTMENTS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 19 **NUMBER RECEIVED:** 6 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On October 17, 2018, the City of Jacksonville, Procurement Division received six (6) responses for subject bid. On December 13, 2018 approval was granted for Software Demonstrations/ Oral Interviews with the top three (3) scoring vendors (1) Tyler Technologies, Inc., (2) Computronix (U.S.A.), Inc., and (3) Accela, Inc. The evaluation of the responses and Software Demonstrations/ Oral Interviews has been completed and scored as follows:

VENDOR	RESPONSE EVALUATION SCORE	DEMONSTRATION SCORE	TOTAL COMBINED SCORE
Tyler Technologies, Inc.	106.74	95.67	202.41
Computronix (U.S.A.), Inc.	96.59	91.67	188.26
Accela, Inc.	93.81	91.33	185.14

Recommend approval to move forward with contract negotiations with the highest scoring vendor, Tyler Technologies, Inc.

ATTACHMENTS: Recommendation Memo, Scoring Sheets, Evaluation Matrix, Evaluation of Responses, Previous Awards

ANALYST: For TARYN MANSER **RESPECTFULLY SUBMITTED:** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies / CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 3/28/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/28/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

TO: Greg Pease, Competitive Sealed Proposal Evaluation Committee

THRU: Kenneth Lathrop, Chief of Information Technologies / CIO

FROM: Cheryl Bradley, Applications Development Project Manager

DATE: March 21, 2018

RE: Enterprise Permitting and Land Use Solution

On October 17th, 2018 the City of Jacksonville's Procurement Division received six (6) bid responses for an Enterprise Permitting and Land Use solution (EPLU) RFP. The Evaluation Committee completed their review and recommend approval to move forward with Software Demonstrations / Oral Interviews with the top three (3) scoring vendors.

Demonstrations were conducted with the following vendors between February 5, 2019 and March 15, 2019:

1. Accela, Inc.
2. Computronix (U.S.A.), Inc.
3. Tyler Technologies, Inc.

At the conclusion of the demonstration / oral interviews, the results are as follows (in ranking order):

1. Tyler Technologies, Inc.
2. Computronix (U.S.A.), Inc.
3. Accela, Inc.

We recommend the above list be forwarded to the Mayor for final approval to proceed with fee and contract negotiations with the highest ranking vendor, Tyler Technologies, Inc.

Please let us know if any additional information is required.

Cc: Tom Goldsbury, Chief of Building Inspection
Bryan Mosier, Chief of Municipal Code Compliance
Richard Reilly, Applications Development Project Manager
William Killingsworth, Director of Planning & Development
Stephanie Burch, Director of Neighborhoods

Demonstrations Scoring Matrix

ESC-0503-18

Enterprise Permitting & Land Use SaaS Solution

Total Points	15 Points	35 Points	20 Points	15 Points	15 Points	OVERALL
Criteria	Presentation	System Functionality	Overall Ease of Use	System Flexibility	Report Creation	Total Points (100 max)
COMPUTRONIX (U.S.A), INC.						
Bryan Mosier	15.00	30.00	15.00	12.50	15.00	87.50
Tom Goldsbury	14.00	34.00	19.00	14.00	15.00	96.00
Richard Reilly	12.00	33.00	19.00	14.00	13.50	91.50
Average	13.67	32.33	17.67	13.50	14.50	91.67
ACCELA, INC.						
Bryan Mosier	12.50	30.00	17.50	15.00	15.00	90.00
Tom Goldsbury	14.00	33.00	18.00	14.00	14.00	93.00
Richard Reilly	13.00	32.50	18.50	14.00	13.00	91.00
Average	13.17	31.83	18.00	14.33	14.00	91.33
TYLER TECHNOLOGIES, INC.						
Bryan Mosier	14.00	33.00	20.00	15.00	15.00	97.00
Tom Goldsbury	14.00	34.00	19.00	15.00	15.00	97.00
Richard Reilly	12.50	33.50	19.00	14.00	14.00	93.00
Average	13.50	33.50	19.33	14.67	14.67	95.67

Total Combined Scores			
ESC-0503-18			
Enterprise Permitting & Land Use SaaS Solution			
Total Points	120 Points	100 Points	OVERALL
	RFP Response Score	Demonstration Scoring	Total Points (220 max)
COMPUTRONIX (U.S.A), INC.			
Bryan Mosier	81.25	87.50	168.75
Tom Goldsbury	101.50	96.00	197.50
Richard Reilly	107.03	91.50	198.53
Average	96.59	91.67	188.26
ACCELA, INC.			
Bryan Mosier	80.95	90.00	170.95
Tom Goldsbury	97.00	93.00	190.00
Richard Reilly	103.47	91.00	194.47
Average	93.81	91.33	185.14
TYLER TECHNOLOGIES, INC.			
Bryan Mosier	98.18	97.00	195.18
Tom Goldsbury	114.00	97.00	211.00
Richard Reilly	108.05	93.00	201.05
Average	106.74	95.67	202.41

ATTACHMENT B-1
Demonstrations Evaluation Criteria

ON-SITE DEMONSTRATIONS. The demonstration evaluations will be based upon the criteria identified in the table below. In preparation for the on-site demonstration, please adhere to and see the requirements stated in Section 4 of this Proposal. **Please note that the on-site demonstrations categories have a combined total of 100 points.**

Criteria	Description of Criteria	Maximum Points Available
Presentation	Implementer's overall presentation, knowledge and understanding of the SaaS Solution.	15
System Functionality	Demonstration of the end-user daily activities processes, including but not limited to enterprise functions (e.g. plan review, permitting, inspections, etc.), GIS attributes and integration, address validation (using the City's database), notifications & workflow, attaching documents to emails, using the SaaS Solution through integrated applications such as Outlook, Word, Excel, etc.	35
Overall Ease of Use	Intuitiveness of the SaaS Solution to the novice user, user friendliness of the SaaS Solution, and ability to seamlessly navigate between applications or work processes.	20
System Flexibility	Ability of the City system's administrator to make configuration changes to the SaaS Solution, to include views, functions, etc.	15
Report Creation	Ability to quickly produce ad-hoc or custom reports in varying formats.	15
	Maximum Available Score	100

terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").

G. Unless otherwise requested by Buyer, Contractors should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.

H. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to Contractor for the services purchased by Buyer under this RFP.

I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.

J. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses

A. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late bids will not be considered.**

B. The City will only accept Responses from Lead Contractors meeting the Minimum Requirements set forth in Section 1 of the RFP. The Lead Contractor shall submit:

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

2) Six (6) hard copies of the entire Response.

3) One (1) scanned copies (in .pdf format) of entire Response on CD-ROM or USB Drive. Large files may be scanned as several separate PDF files.

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs, USB, or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors that are determined to be the best qualified based upon evaluation of the Responses.

B. The determination of which Contractors are "best qualified" will be based upon the criteria set forth in the RFP.

C. Buyer will employ the following process steps when evaluating which Contractors are "best qualified":

1) Buyer will evaluate and score Responses using the evaluation criteria set forth in the following table and in Attachment B.

Response Evaluation Category	Maximum Score
Cost	20
SaaS Solution Requirements Response	40
SaaS Solution Hosting Requirements & Services Response	20
Implementation Services & Deliverables Response	20
Qualifications and Experience of Implementation Services Contractor and Proposed Personnel	20

2) Based on the scoring of the Response evaluations using the criteria above, Buyer intends to short-list no less than two (2) but no more than four (4) Contractors for software demonstrations. Buyer reserves the right to conduct more of fewer software demonstrations at its sole discretion. Buyer will evaluate Contractor demonstrations using the evaluation criteria set forth in the following table and in Attachment B-1.

Demonstration	Maximum Score
Presentation	15
System Functionality	35
Overall Ease of Use	20
System Flexibility	15
Report Creation	15

Note: Should the City short-list Responses that contain the same software solution, the software solution will only be demonstrated once.

3) Based on the combined scores of the response evaluation and software demonstrations, Buyer will select the highest rated Response and begin contract negotiations with the Implementation Services Contractor and the SaaS Solution Contractor.

4) If successful in negotiations, Buyer will move forward to award contracts per the guidelines outline in Section 2.6

D. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

E. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contracts

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. For this RFP, the City will award Contracts to the responsible and responsive

SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TYLER TECHNOLOGIES, INC.
FOR
ENTERPRISE PERMITTING AND LAND USE SOFTWARE AS A SERVICE (SAAS) SOLUTION

THIS CONTRACT, made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and **TYLER TECHNOLOGIES, INC.** (the "CONTRACTOR"), a Delaware corporation authorized to transact business in Florida and with its principal offices at 5101 Tennyson Parkway, Plano, Texas 75093.

WHEREAS, the CITY (as the "Buyer") issued a Request for Proposal No. 0503-18 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated October 10, 2018, consisting of 368 pages (the "Response"), the CITY has awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services**. The Services will be performed by CONTRACTOR as specified in the RFP, the Response, this Contract and the Statement of Work attached to this Contract as Exhibit A. Notwithstanding the foregoing, CONTRACTOR and CITY acknowledge and agree that the obligations under this Contract may be affected by precautions required or recommended by applicable governmental entities as a result of the COVID-19 pandemic, any "second wave" of the COVID-19 pandemic or the occurrence of a similar epidemic, pandemic or health related event ("COVID-19 Precautions"). The parties agree that such COVID-19 Precautions may not necessarily be considered a "Force Majeure" event under Section 3.29 of Exhibit D to this Contract. Notwithstanding the foregoing, CITY acknowledges and agrees that CONTRACTOR may perform certain Implementation Services remotely rather than on-site at the City's location, but only if CITY and CONTRACTOR are unable to work out a mutually agreeable process for CONTRACTOR to perform such Implementation Services at CITY's location in accordance with applicable COVID-19 Precautions.

2. **Compensation**. CONTRACTOR will be paid by the CITY for the Services as specified on the Deliverables/Payment Schedule attached to this Contract as Exhibit B and the Investment Summary attached to this Contract as Exhibit C. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that the amount payable by CITY to CONTRACTOR for Implementation Services was negotiated based upon CONTRACTOR's agreement that the majority of the Implementation Services would be performed on-site at CITY's location as contemplated by the Statement of Work attached as Exhibit A to this Contract ("On-site Services"). In the event that the CONTRACTOR remotely provides any part of the On-site Services as a result of COVID-19 Precautions, the amount payable for a Implementation Services Deliverable as shown in the Deliverables/Payment Schedule shall be reduced by an amount equal to $1,700 per week of such On-site Services provided remotely, per resource.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed _____($_____). All amounts payable under this Contract are subject to the appropriation of funds therefor.

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall continue for a period of five years, unless sooner terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for up to one additional three (3) year period by the CITY with pricing as indicated in the Investment Summary, it its sole discretion, upon written notice to CONTRACTOR.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein.

Exhibit A – Statement of Work
Exhibit B – Deliverables / Payment Schedule
Exhibit C – Investment Summary
Exhibit D – Terms and Conditions
Exhibit E - Tyler SaaS Agreement Terms
Exhibit F – SaaS Solution Requirements and Services
Exhibit G – SaaS Solution Hosting Requirements & Services
Exhibit H – Implementation Services & Deliverables

In the event of conflict, between any portion of this Contract, the RFP, and the Proposal, the resolution of such conflict shall be resolved by adhering to the following order of precedence:

- This document, including the Exhibits hereto, but subject to Section 7 below, all if and as modified by any subsequent signed amendments
- Any amendments to the RFP
- The RFP
- Any Purchase Order under the Contract, provided that Purchase Orders submitted by the CITY, if any, are for CITY's internal administrative purposes only, and the terms and conditions contained in those Purchase Orders will have no force or effect
- The Response; provided, however, that (i) any customization or "C" responses shall be included in the Scope of Services and performed by CONTRACTOR at no additional cost to CITY, and (ii) any explanations or qualifications for "Y" responses shall not void or reduce the obligation of CONTRACTOR to comply with CITY's specifications, and (iii) the Exceptions to RFP contained on pages 280-283 of the Response shall be deemed deleted and not included in this Contract..

6. **RFP General Terms and Conditions**. The provisions of Section 3, General Terms and Conditions of Agreement, of the RFP shall be replaced, in full, by the General Terms and Conditions of Agreement set forth on Exhibit D to this Contract.

7. **Software As a Service Terms**. The parties shall comply with the terms and conditions of the Tyler Technologies Software as a Service Terms attached to this Contract as Exhibit E. To the extent of any conflict between such terms and the terms and conditions of Exhibit D, the terms and conditions in Exhibit D shall take priority.

8. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville
Information Technologies Division
214 North Hogan Street
Jacksonville, Florida 32202

Attention: Kenneth Lathrop, CIO

With a copy to:

Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

As to the CONTRACTOR:

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

9. **Bluebeam**. The Parties acknowledge and agree that, at CONTRACTOR's request, CITY will separately procure Bluebeam Studio Prime Level 1 and any other related Blue Beam or third party software required to be purchased by the City in order for Tyler to be able to provide the Tyler Bluebeam Functionality (as defined below) (collectively, "Bluebeam") and CONTRACTOR has reduced the SaaS Fees by Three Thousand Dollars ($3,000) per year, accordingly. Each year during the term of this Contract, including any renewal or extension hereof through year eight, CONTRACTOR shall issue a credit to the CITY equal to the amount, if any, that the annual fee CITY is required to pay vendors providing Bluebeam exceeds Three Thousand Dollars ($3,000). CONTRACTOR shall configure the Tyler Software (as defined in Exhibit E) to work with Bluebeam in a manner that will allow CONTRACTOR to meet the CITY's requirements contained in Exhibits F, G and H that CONTRACTOR responded to referencing Bluebeam. CONTRACTOR has represented to CITY that implementation of Bluebeam by CITY, solely with respect to use of Bluebeam to provide functionality as indicated by Tyler in the Response (the "Tyler Bluebeam Functionality"), should not require any implementation services. Should any implementation services be reasonably required by CITY to access the Tyler Bluebeam Functionality, CONTRACTOR shall reduce either the first year's SaaS fees payable under this Agreement or the implementation fees payable for the next Milestone to be delivered under this Agreement by the amount of fees reasonably paid by CITY for such implementation services. CITY will notify CONTRACTOR prior to purchasing Bluebeam in order to allow CONTRACTOR to provide input about the software and/or implementation services required to be purchased by CITY to achieve the Tyler Bluebeam Functionality.

10. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Cheryl Bradley, Applications Development Project Manager, cbradley@coj.net, 904-255-8023, and the CONTRACTOR'S Contract Manager is Peter Stubbs, Vice President of Professional Services, EnerGov, Peter.Stubbs@tylertech.com, 888-355-1093 ext. 763223. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

11. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms

on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

12. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number:_____

Form Approved:

_____
Office of General Counsel

WITNESS:

_____
Signature

_____
Type/Print Name

_____
Title

TYLER TECHNOLOGIES, INC.

By_____
Signature

_____
Type/Print Name

_____
Title

Exhibit A
Statement of Work

[Remainder of page intentionally left blank. Statement of Work to follow on next page.]

Statement of Work

Tyler Technologies

Prepared for:

City of Jacksonville, FL

117 W Duval St FL MESS, Jacksonville, FL, 32202

Prepared by:

Garth Magness
2160 Satellite Blvd., Suite 300, Duluth, GA 30097
Tyler Technologies, Inc.
www.tylertech.com

Revised: 1/3/2019

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products. The Project Scope of the implementation is documented within the payment milestones for deliverables, and the Requirements as specified in the Contract.

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

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

The City of Jacksonville has spent the last 2 years working with their SMEs and Department heads for each system to be replaced and established what they would like to see in the EnerGov application. These configuration analysis documents that were developed by the City will be used as the definition documentation for this implementation.

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
EnerGov	Community Development
	Permitting Module
	Planning Module
	Projects Module
	Inspections Module
	Code Enforcement Module
	Request Management Module
	Cashiering Module
EnerGov	Business Management
	Business Licensing Module
	Tax Remittance Module
	Professional/Individual Licensing Module
	Inspection Cases Module
	Rental Properties Module
	Cashiering Module
EnerGov	Tyler Hub – Dashboard tool
EnerGov	Citizen Self Service – Online portal that allows citizens to view and apply for records online. As well as perform other online activities within the EnerGov application such as request inspections, make payments, etc.

EnerGov Socrata Citizen Connect
EnerGov Full EnerGov API/SDK – provide all APIs required to perform integrations
EnerGov iG Workforce Apps – mobile applications for inspections and code cases
EnerGov eReviews
Blue BeamBlue Beam Revu
Blue BeamBlue Beam Studio Prime
EnerGov GIS module
EnerGov Report Development
EnerGov Attachments – to utilize hosting file server storage

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Tyler will develop a Project Schedule in consultation with the City during the Initiate & Plan Stage and revise as mutually agreed to, if needed. The timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. The initial draft project schedule will be built and delivered during the Initiate & Plan stage through collaboration between the City and Tyler.

All projects have weekly reporting statistics and weekly scheduled Project Manager Meetings to ensure proper communication throughout the project progression, unless otherwise agreed upon by both parties.

1.4 Project Methodology Overview

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

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

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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

2.1 Client Governance

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

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and provide the Tyler project manager with input on development and maintenance of the overall implementation schedule and serves as the primary point of contact with Tyler. Any coordination or communication with other team members (e.g., functional leads, technical leads, power users, etc.) will be managed and allowable at the discretion of the City project manager. The City project manager is responsible for identifying and defining respective roles within the RACI matrices. Additionally, the City project manager may operate in multiple roles as applicable. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

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

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does

not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. The Tyler Project Manager provides the City's Project Manager with regular updates on the status of the project on a mutually agreed upon cadence (weekly at a minimum) and format. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.2.4 Tyler Key Personnel

The following personnel have been identified as key personnel due to their level of onsite presence. This list does not exclude other Tyler team members who may be required to work remotely.

Planned Percentage Onsite: This is the percentage that the resource will be expected to be on-site during the implementation. This percentage is based on the allotted on-site weeks referenced in the investment summary.

Percentage on Project: This is the percentage that the resource will be expected to work on the entire implementation.

Role	Description	Planned* Percentage Onsite	Percentage on Project
Senior Implementation (Architect) Consultant 1	Lead conversations with the City regarding how the configuration analysis documents will work best in the EnerGov application. Primary focus will be to ensure best practice recommendations are adhered as well as demonstrations of the configuration that is built in the software application. Will architect the configuration effort and guidelines to be followed by all team members associated with the project and ensure consistency across the processes to be developed from the configuration analysis documentation. As mentioned in section 5.1.4	95%	100%
Implementation Consultant 2	Works on configuration of the EnerGov application, as well as confirming documentation of the configuration analysis documents. Primary focus is to assist the Senior Implementation Consultant with the consulting needs mentioned in section 5.1.5.	95%	100%
Implementation / Integration Consultant	Primary focus will be to work with the City on the Integrations that will be working with the EnerGov application. Secondary focus will be working with the consulting team on additional configuration efforts where necessary. As mentioned in section 5.1.11	95%	100%
Project Manager	Provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As mentioned in section 5.1.3	15%	100%
Data Conversion Developer	Provides oversight and guidance for the Data conversion activities with the City. As well as develops the conversion utility based on what has been populated in the EnerGov Conversion Template Database (DCT-DB). As mentioned in section 5.1.10	10%	35%

Trainer 1	Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time. Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users. As mentioned in section 5.1.13	15%	15%
Trainer 2	Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time. Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users. As mentioned in section 5.1.13	15%	15%

*Planned Percentage On-site is contingent upon ability to Travel and City of Jacksonville acceptance of consultants on-site. During such time that travel is not available, the Tyler Team will still be working on the project with the City of Jacksonville through Microsoft teams.

2.2.4.1 Tyler Key Personnel Expectations

- Access Expectations
  - Tyler Personnel who are on the project full time are expected to have access to any and all systems or individuals necessary from the City. This allows for flexibility to meet with certain team members ad-hoc outside of regularly scheduled meetings.
  - Tyler Key Personnel will have a set cadence that is mutually agreed upon to meet with the City throughout the week. Depending on the stage as well as the activity, the cadence may be as little as monthly to as frequent as daily.
  - The City will be informed of any Tyler key personnel taking any vacation time that is over a 2 day period 2 – 3 weeks in advance.
  - The City will be informed of any Tyler key personnel taking any sick leave 24 hours after being informed of the sick leave time.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Tyler and the City will work together to establish an appropriate timeline based on the project schedule to complete each deliverable with City reviews and acknowledgements. Once Tyler and the City has gone through that exercise, Tyler will provide the City with a Deliverable or Control Point Sign Off Document. All deliverables provided to the City will be in the form of a physical document (i.e. pdf, doc, excel, etc.) or summary report in a similar format. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The deliverable acceptance criteria will be in accordance with Exhibit D (Section 3 – General Terms and Conditions of Agreement), Section 3.15 Deliverable Acceptance.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement (Contract) has been fully executed.
- Where applicable, certain documents are considered "living documents" (e.g. Project Schedule) and are subject to change throughout the life of the implementation by mutual agreement of the City and Tyler.
- Documents that are considered approved and signed off, are not "living documents". Such documents would need to be adjusted through the Change Request process (See Section 8).
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the organizational change management process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources on either the Tyler or City side, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- There will be no additional cost to the City should Tyler require additional resources to complete activities that are within the scope of the project.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) at a minimum of ten (10) business days prior to any scheduled on site or remote sessions.
    - Example Prerequisites include but are not limited to:
        - Display Projector (overhead or connection to screens meeting attendees can see)
        - White/Blackboard/Easel with requisite markers
        - High Speed Internet connection (Required for all our products.)
        - Working space for Tyler resources (when not conducting meetings)
        - Security credentials (if applicable)
- Tyler provides notice of any prerequisites to the City project manager(s) within an agreed upon timeline to any key deliverable due dates.
    - Example prerequisites include but are not limited to:
        - The City answering questions required to create clarity around the Configuration Analysis documentation before deeming it complete and reviewed to be configured by Tyler.
        - Status report/Meeting agenda notes (Review of items due within agreed timeframe in approach to meeting the deliverable). For example, reviewing documentation online or review of the completed configuration.
- City users complete prerequisites prior to applicable scheduled activities.

- When necessary, Tyler provides options for configuration and processes available within the Tyler software. The City is responsible for making decisions based on the options available.

- In the event the City may elect to add and/or modify current business policies during the course of this Project, such process changes would require one of the three options:

    - The City would take responsibility to define, document, and implement.
    - The City would request for Tyler to provide additional services to complete the modified business policies.
    - A combination of the above two options

- The City and Tyler make timely (per the project schedule) Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.

3.2 Utilization of Configuration Analysis Documentation

- This implementation will utilize the City's Configuration Analysis Documentation which includes but not limited to the following elements
    - Visio workflow diagram denoting process steps that are to be taken
    - Configuration Binder representing the workflow documentation in detail and denoting data field requirements (e.g. Custom fields, Inherent Fields) and rules where applicable
    - Configuration Spreadsheet denoting data field requirements (e.g. Custom fields, Inherent Fields) and rules where applicable
    - Business Rules including required notifications, fee calculations, etc.
    - Examples of required forms and business process deliverables.
- Configuration Analysis documentation has been developed for all processes within the systems that are to be configured in the EnerGov application.
- Configuration Analysis Documents for the following systems are in scope for the implementation:
    - BID
    - PICS
    - Concurrency
    - Civil Plan/Plats
    - LUZAP
    - JFRD
    - CTQB
    - Special Events
    - Zoning Management
    - WIMS
    - Erosion
    - Engineering Plan Review
    - Consumer Affairs
- Tyler will review the Configuration Analysis Documents with the City in their entirety to fully grasp the processes to be implemented for each system. Tyler will be able to extract the necessary data to configure the EnerGov application from the Configuration Analysis Documents.
- Each Configuration Analysis Documentation contains the following elements that will be extracted by Tyler:

- Workflow logic that will be adhered to for the implementation
- Custom Field values that are to be captured for each process
- Fees to be assessed
- Automation points to take place within the process
- Data Conversion information for that process based on its legacy system
- Forms and Reports documentation
- Requirements Traceability Checklist expectations to be met for each process

- The Configuration Analysis Documentation is represented as the to be definition documents for the implementation. Any additional requests made by the City that are not represented in these documents will be considered out of scope. Any information requested by Tyler to provide clarity for already existing Configuration Analysis Documentation would not be considered out of scope.

3.3 Data Conversion

- The City has elected to populate Tyler's Data Conversion Template Database (DCT-DB) to deliver to Tyler for the Legacy Data Conversion.

- Prior to mobilization of the implementation team, the City will be provided with the DCT-DB within two weeks from contract execution in order to begin the population of their data.

- The City will populate the DCT-DB needed for conversion from the Legacy System in order to provide them to Tyler as specified in the project schedule. Tyler will provide any consultation needed to ensure the City is able to provide data in the format required for DCT-DB consumption. Once a DCT-DB has been provided by the City, Tyler will develop a draft mapping types document to demonstrate the mapping activities that will take place during the conversion. This initial conversion run can occur as a sample against the EnerGov Template Database.

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

- During this process, the City may need to correct data scenarios (e.g. Data Cleansing) in the Legacy System prior to the final population of the DCT-DB. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data. Data cleansing examples include but are not limited to:

    - Clean up of Contact information – The legacy system may have a field for first name and last name, but users only used the first name field to place the full name of the contact. Therefore, the first name field has "Jon Smith" instead of just "Jon".

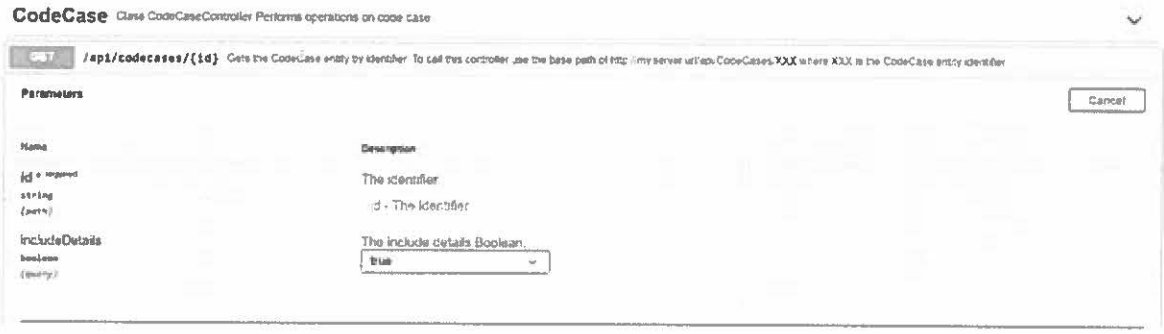
    - Erroneous data – The legacy system contains fields that are expected to be date fields but were filled in incorrectly because the data structure of the legacy system allowed it to. So in order for it to be correct in the new application, it would need to be adjusted to have the appropriate format in the legacy system so that it comes over in the correct format in the EnerGov application.

- Tyler will be available and ready to guide and support the City during the Data Conversion process to answer any questions regarding the population of the DCT-DB throughout all stages of the implementation. When the Tyler Data Conversion Consultant is not onsite, such support may include but is not limited to weekly or more

as needed webex discussions between Tyler and the City data conversion teams to ensure the City is able to provide data in the format required for DCT-DB consumption.

3.4 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format. Tyler will assist or provide guidance to the 3rd party with interfacing to Tyler products as needed.
- The following is an example of Tyler's standard format:
    - Expected formatting described in the API documentation or signed specification documents for future integrations. For instance, a call to retrieve data from the API for a code case requires an ID which is a String. So the format of the field would need to be a string in order for it to match.



- API documentation will be provided to the City during the Initiate and Plan Stage. Discussions and walk through of the API documentation between the Tyler Integration consultant and the City's Technical team will occur at the beginning of the initiate and plan stage. Tyler will make an effort to begin these discussions prior to the mobilization of the implementation team. Integration Specifications will be delivered to the City during the Assess and Define Stage.
- The 3rd party is responsible for programming their portion of the interaction. Tyler will assist or provide guidance to the 3rd party with interfacing to Tyler products as needed.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available where applicable.
    - Compatible version refer to items such as ArcGIS for instance the 2019.1 instance of EnerGov is compatible with ArcGIS 10.6.1, 10.7, and ArcGIS online. It is up to the client to review compatibility matrix and maintain compatible versions for integrations. If the client is not on a supported version Tyler standard Data Exchange tools may not function as intended.
    - During Initiate and Plan, Tyler will provide compatibility Matrices regarding APIs to the City as well as a location of where to access that information if it is posted in Tyler Community.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.

- The City's configured test environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The City is responsible for verifying the performance of the Modification as defined by the specification.

3.5 Testing

- Testing is a collaborative process between the City and Tyler. For example, Tyler would lead testing functions such as unit testing, internal system configuration and integration testing, and performance/load testing. Whereas, external functional testing and user acceptance testing would be led by the City. Additionally, both Tyler and the City will perform integration and parallel testing. These examples are not all-inclusive. All test types will be defined in the Quality Assurance Test Plan in Section 4.2.13.
- Tyler will provide a classification and tracking method to facilitate the testing process, including those tools used for performance testing. Tyler will provide training for the proposed testing tools to all City staff that are expected to use the proposed testing tools referenced in section 4.3.13 which is the development of the Test (Quality Assurance) Plan.
- Tyler will perform unit testing against their configuration to ensure proper quality control against the Configuration Analysis Documentation as referenced in the Configuration, Internal (Unit) Testing & Power User Training in Section 4.3.1.
- Tyler will provide final acceptance documentation (Section 4.4.3) to be reviewed and approved by the City.
- The City understands that not all bugs will be corrected in preparation for Go-Live. The defects (bugs) that will not be corrected in time for Go-Live would be determined by the City based on the City's defined criticality of business needs. Acceptance of testing results is contingent upon correction of all defects that significantly impede a business process. Defects accepted prior to go-live would constitute conditional acceptance as such defects must be resolved after go-live.
- Tyler will work with the City to help ensure that the testing that is occurring is being properly administered and tested with proper issue definition.
- Tyler will work with the City to ensure that at the time of cutover, the system is functioning with performance superior to that of the current system.

3.6 Hardware and Software

- The City has elected to have the Tyler products installed within the Tyler SaaS environment utilizing premium hosting as identified in the investment summary.

- Tyler will initially Install the most current generally available version of the purchased Tyler software. During the life of the implementation, Tyler will collaborate with the City to ensure no major upgrade will be required shortly after go-live that will require the City to retrain their users on most of the user screens. There will be patch releases for the general available version of the application to be installed in the City's environment. It will be at the City's discretion to allow for any upgrade (Major or Minor) to occur and will not happen without the City's knowledge.

- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

- Tyler team members must adhere to the City's security policies by signing the External User Agreement that will receive final approval from the City's Information Security Officer.

3.7 Education

- Due to the current pandemic occurring, Tyler will be able to perform remote training in lieu of on-site training if needed.

- Training sessions are limited to a maximum of 15 students per session.

- Configuration training sessions are limited to a maximum of 8 students per session.

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both scheduled onsite and remote sessions. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.

- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.

- Tyler will collaborate with the City to maintain a training plan that will be suitable for the implementation, as well as the users that will be involved throughout the implementation. Due to the increase in training weeks added by the City. The City has the flexibility to use their training weeks where appropriate throughout the implementation based on mutual agreement with Tyler. Trainings that are included will be:

    - Fundamentals Review – This is to understand the EnerGov terminology as it relates to the business. This way, when having discussions between Tyler and the City, they will be more efficient, and decisions will be made faster.

        - Audience: Power Users/SMEs (The users that will be our primary points of contact for the Configuration Analysis documents that will drive decisions)

        - Stage: Assess and Define

    - Configuration & System Admin Training – This is to teach the City technical team on how to configure the software application in order to better assist with the project as well as administer the application after go-live.

        - Audience: IT & some power users – this is for the users that would be considered to be administrators and will be able to perform configuration in the future

        - Stage: Build and Validate or Final Testing and Training

- User Acceptance Testing Training – This training covers both external system functional testers (i.e. Power Users) as well as the user acceptance testers. This form of training teaches the users how to use and test the application as well as which tools to use when marking down issues found.
    - Audience: Power users and User acceptance testers
    - Stage: Final Testing and Training
- End User Training – This form of training teaches all of the end users how to use the application for day-to-day operations.
    - Audience: Power users, SMEs, and End users
    - Stage: Final Testing and Training
- Train-the-Trainer Training – This form of training teaches the functional leads how to perform end user training. This training is needed for ongoing knowledge transfer that occurs post-implementation.
    - Audience: City team selected to perform future training
    - Stage: Final Testing and Training

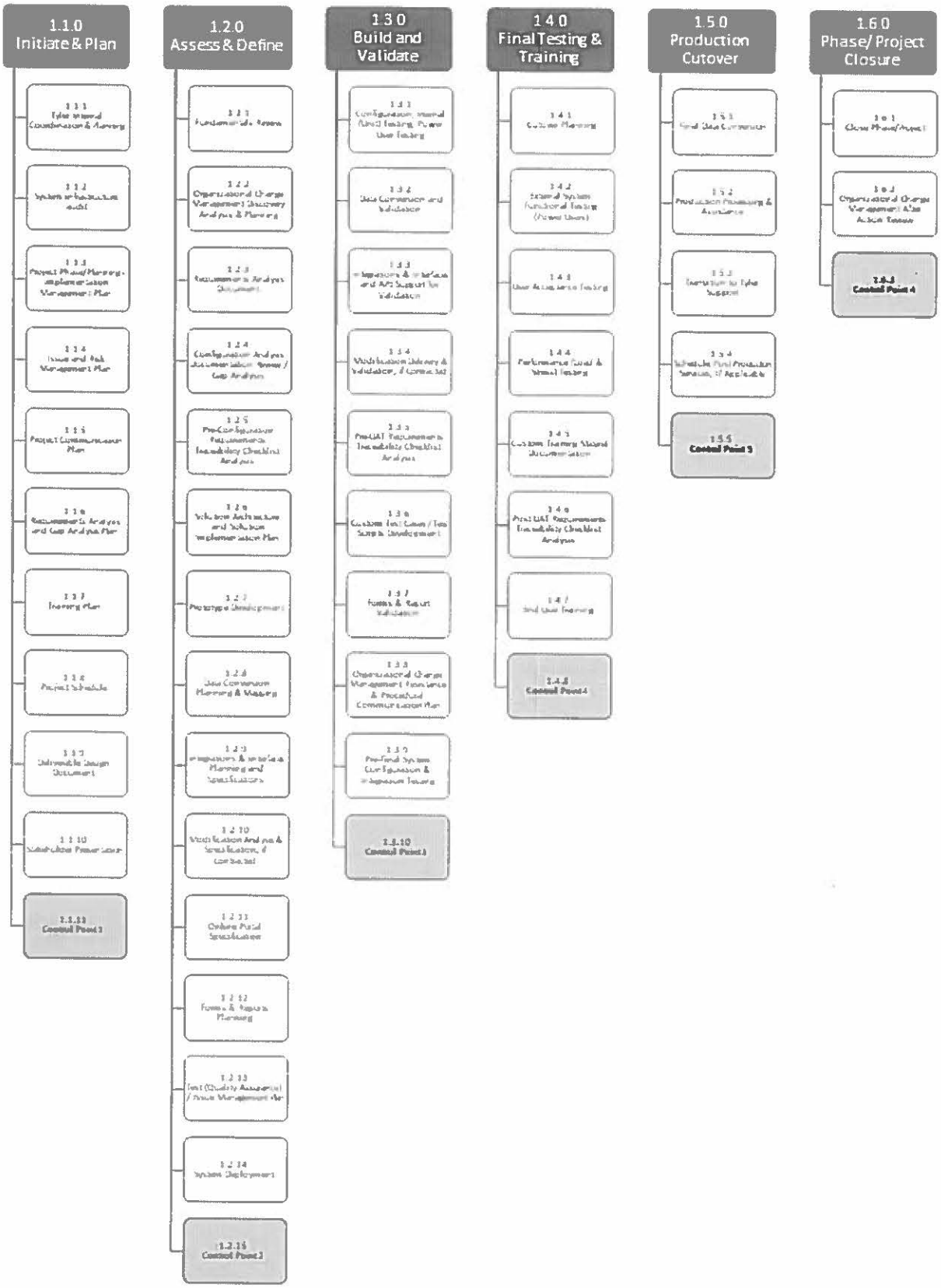
- Tyler will provide the City with a comprehensive training program that includes instructor-led training to facilitate successful implementation and knowledge transfer of the enterprise solution.
- Tyler will provide on-site training classes during which an instructor will use the software and training guides to teach end users how to use the solution. At a minimum, this instruction must include how to perform all applicable functions and processes defined within the Contract including but not limited to the Section 4 SaaS Solution Services and Requirements, and any other functionality the City identifies as critical to the business.
- Tyler will ensure configuration training is provided for system administration, configuration and security management for the enterprise as a whole. In addition, Tyler will provide training for:
    - User and group management
    - Permissions and security management
    - Enterprise-wide configuration settings
    - Workflow configurations
    - Report uploads
    - Other system functionality identified by the City as critical to the business
- Users performing external system functional testing and user acceptance testing (UAT) have attended all applicable training sessions prior to testing.
- Tyler will ensure that the training will be conducted in the City environment using City data, configuration settings, terminology, business processes, and scenarios.

- Tyler will provide trainees with workbooks, training aids, and online functional or technical system manuals prior to or during the training session at no additional cost.
- Tyler will be developing custom test cases and test scripts as well as custom training material. This will allow the City to utilize that documentation to help them with their business process for all of their different systems.
- Tyler will provide a detailed outline of each training session's objective and content as identified in the project plan prior to the training session for the City for review.

4 Implementation Stages

Work Breakdown Structure (WBS)

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



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4.1 Initiate & Plan (Stage 1)

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

4.1.1 Tyler Internal Coordination & Planning

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

- GIS Planning Session
- Data Conversion Planning Session
- Report Development Planning Session
- API documentation walkthrough planning session

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

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

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Sales to Implementation knowledge transfer	A	I	R						C												
Develop Upgrade communication plan		A	R	I				C				I	I					I			
Internal planning and phase coordination		A	R					C				C									

Acceptance Criteria: Planning sessions have been identified and scheduled with the City.

4.1.2 System Infrastructure Planning

The Tyler Tech Services team completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions exists based on the City's user count and modules to be used within the application.

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

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

Acceptance Criteria: Provide the City with the system check site for client hardware. Proof of schedule of system installation in Hosted environment is emailed to the City.

4.1.3 Project/Phase Planning - Implementation Management Plan (Project Plan)

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

Scope: The Implementation Management Plan (Project Plan) addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project. The Implementation Management plan (Project Plan) will include the following based on Tyler's standard documentation:

- Project Management Methodology and Approach (e.g., tools, standards, etc.)
- Proposed Project Organizational Chart (include roles and responsibilities)
- Project Charter (e.g., project scope, roles and responsibilities, project summary, etc.)
- Staffing Plan (e.g., Contractor's project team, required City resources, resource usage plan, etc.)
- Project Time Reporting Plan (i.e., describe approach for providing automated time reporting that must be referenced to project work activities and deliverables that are included in the project work plan)
- Status Reporting Plan (e.g., scope changes, delayed task, planned activities, risk and issues, etc.)
- Project Controls, Standards and Procedures (e.g., meeting procedures, documentation management, scope management)
- Change Request Management Plan (i.e., documents how to manage the process to review, accept, and reject change requests)
- Quality Management Plan (i.e., , deliverable definitions, and acceptance criteria, regular reviews of project phases and key milestones)
- Schedule Management Plan (e.g., defines how the project schedule will be monitored, variances, corrective actions, etc.)

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

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Project Management Methodology and Approach		A	R								I	C	C			I				
Proposed Project Organizational Chart		A	R								I	C	C			I				
Project Charter		A	R								I	C	C			I				
Staffing Plan		A	R								I	C	C			I				
Project Time Reporting Plan		A	R								I	C	C			I				
Status Reporting Plan		A	R								I	C	C			I				
Project Controls, Standards and Procedures		A	R								I	C	C			I				
Change Request Management Plan		A	R								I	C	C			I				
Quality Management Plan		A	R								I	C	C			I				
Schedule Management Plan		A	R								I	C	C			I				
Deliver completed implementation management plan (Project Plan)		A	R									C	C	I						
Build Requirements Traceability Matrix into SharePoint		A	R								I	C	C	I		I				
Review implementation management plan (Project Plan)		C	C									R	R	I						

Acceptance Criteria: City reviews and approves/signs the Implementation Management Plan (Project Plan).

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4.1.4 Issue and Risk Management Plan

Issue and Risk Management Plan documents a disciplined approach for the continual assessment of risks, tracking of risk status, and mitigation strategies. It shall define the following methodologies:

- Provide a baseline risk assessment
- How the Tyler Project Manager will identify project related issues, log the issues, create issue resolution, and communicate on a regular basis with City Project Managers (weekly) the updated status of outstanding issues.
- Process to Identify and manage risks and issues
- Process to Identify the severity, quantify the potential impact and probability, of each identified risk and issue
- Process for supporting the development of risk mitigation plans for each identified risk including a description of work products and processes for assessing and controlling risks
- Guidance and process for assessing the efficacy of risk mitigation actions
- Governance Plan for project governance structure and decision-making timeframes
- Escalation mechanisms for risks and issues
- Change Control Plan (i.e., methodology to account for changes impacting the project and the project schedule)

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

STAGE 1	Issue Management Plan																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop risk assessment plan		A	R								I	C	C			I				
Review risk assessment plan		C	C									A	R	I						
Develop change control plan		A	R								I	C	C			I				
Review change control plan		C	C									A	R	I						
Deliver governance & issue management plan		A	R								I	C	C			I				
Review governance & issue management plan		C	C									A	R	I						

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Acceptance Criteria: City reviews and approves/signs the Issue and Risk Management Plan.

4.1.5 Project Communication Plan

Tyler and the City will collaborate on planning for regular and consistent communication for project related activities and required reporting to City stakeholders and executives. The Communication Plan details the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. It defines the communication vehicles, target stakeholders, and the scope and frequency of the project's communications vehicles. Tyler will provide this documentation as the Project Communication Plan.

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

STAGE 1	Project Communication Plan																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver project communication plan		A	R								I	C	C			I				
Review project communication plan		C	C									A	R	I						

Acceptance Criteria: City reviews and approves/signs the Project Communication Plan.

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4.1.6 Requirements & Gap Analysis Plan

Tyler and the City will collaborate on procedural steps when gaps are found. Tyler will create a plan that provides a detailed approach of the method for capturing and maintaining requirements traceability throughout the development process. This plan must detail the methods, tools, and technologies used to catalog and manage requirements. They will also document how those Gaps will be handled throughout the implementation and provide a rank as well as point of mitigation procedures for the Gaps. Tyler will provide this documentation as the Requirements & Gap Analysis Plan.

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

STAGE 1	Gap Analysis Plan																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver gap analysis plan		A	R								I	C	C			I				
Review gap analysis plan		C	C									A	R	I						

Acceptance Criteria: City reviews and approves/signs the Gap Analysis Plan.

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4.1.7 Training Plan

Tyler will provide the City with an outline regarding the different areas of training that will be a part of the implementation. The training plan will include a description of the different forms of training as well as expectation setting for the individuals participating in the training. The different trainings can be referenced is section 3.7 Education.

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

STAGE 1	Training Plan																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop Fundamentals Review Plan		A	R								I	C	C			I				
Review Fundamentals Review Plan		C	C									A	R	I						
Develop Configuration & System Admin Training Plan		A	R								I	C	C			I				
Review Configuration & System Admin Training Plan		C	C									A	R	I						
Develop User Acceptance Testing Training Plan		A	R								I	C	C			I				
Review UAT Training Plan		C	C									A	R	I						
Develop End User Training Plan		A	R								I	C	C			I				
Review End User Training Plan		C	C									A	R	I						
Develop Train-the-Trainer Training Plan		A	R								I	C	C			I				
Review Train-the-Trainer Training Plan		C	C									A	R	I						
Deliver training plan		A	R								I	C	C			I				
Review training plan		C	C									A	R	I						

Acceptance Criteria: City reviews and approves/signs the Training Plan.

4.1.8 Project Schedule

Client and Tyler will mutually develop an Initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Schedule is being developed and refined. The detailed project schedule will provide a comprehensive list of tasks, timelines, assignments, and due dates related to the Deliverables of the Project based on the refinement and information founded during the Assess & Define Stage. The project schedule will be maintained throughout the life of the project and will be updated as necessary (weekly at a minimum) to reflect the accurate status of the project by the Tyler project manager. Tyler's proactive communication, (at a minimum in the weekly status report) will allow the City to understand what necessary updates may be required within the project schedule prior to adjustments being made. All changes to the schedule shall be approved by the City prior to acceptance of an updated project schedule.

The Project Schedule WBS shall include:

- A consolidated view of the activities, activity descriptions, and activity durations assigned to the City, Tyler, and any other stakeholders.
- Resources assigned to each activity, including both City and Tyler resources.
- Logical dependencies within and across work streams and deliverable; predecessors and successors should be clearly identified within the project schedule
- Calculation and identification of the Critical Path
- A list of deliverables tied to project milestones.
- Identification of the critical path for the work plan to allow the determination of impacts of any schedule slippage.
- Particularly complex deliverables should have longer review timeframes than simpler deliverables.
- The work plan must be maintained throughout the life of the project and updated as necessary (weekly at a minimum) to reflect the accurate status of the project. All changes to the schedule shall be approved by the City prior to acceptance of an updated project schedule.
- The schedule will be delivered in a format that is mutually agreed upon with the City

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STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver initial Project Schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews initial Project Schedule			C							I	A	R	C	C		C				
Client approves initial Project schedule			I							I	A	R	C	C	I	I		I	I	I

Acceptance criteria: City acceptance of baselined schedule based on City resource availability and Project Budget and goals. City reviews and approves/signs project schedule.

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4.1.9 Deliverable Expectation Document

Tyler will provide the City a Deliverable Expectation Document to represent each deliverable including the milestones deliverables in the payment schedule. The Deliverable Expectation Document will establish guidelines for creation and acceptance of all deliverables and milestones through collaboration between the City and Tyler. Each DED will contain:

- Delivery format:
  - PDF
  - Word
  - Excel
  - Etc.
- Outline
  - High Level overview of the deliverable description and purpose
  - Deliverable Scope / Content Expectations
  - Deliverable Acceptance Criteria
  - Reference to other documentation/deliverables
  - Payment amount (if applicable)

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

STAGE 1	Deliverable Expectation Document																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Deliverable Design Document		A	R								I	C	C			I				
Review Deliverable Design Document		A	R									C	C	I						

Acceptance Criteria: City reviews and approves/signs acceptance of the Deliverable Design Documents for the deliverables set forth in the milestone payment schedule.

4.1.10 Stakeholder Presentation

This deliverable is a presentation to familiarize project team members and stakeholders with the project. It shall be provided in Microsoft PowerPoint format that will be mutually agreed upon by the Tyler and City project managers. City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants. This presentation will allow both Tyler and the City to better understand the business drivers for the implementation and share that with the City team being prepared to go through the implementation.

The presentation will include the following topics:

- Project Overview
- Project Schedule (high level)
- Objectives and Definitions
- Process of Implementation Methodology
- Artifacts
- Roles and Responsibilities
- Introduction to the Tyler Team
- Keys to Success
- Next Steps and Upcoming Activities
- Questions and Answers (Q&A)

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

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

Acceptance Criteria: Stakeholder presentation held for the City. City reviews and approves/signs acknowledgement of presentation being held.

4.1.11 Control Point 1: Initiate & Plan Stage Acceptance

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

Reference Deliverable 4.1.1: Tyler internal Coordination & Planning
Reference Deliverable 4.1.1.1: Tyler Internal Coordination & Planning complete
Reference Deliverable 4.1.1.2: API documentation Delivered to the City

Reference Deliverable 4.1.2: System Infrastructure Planning
Reference Deliverable 4.1.2.1: System infrastructure audit complete and verified

Reference Deliverable 4.1.3: Project Phase/Planning - Implementation Management Plan (Project Plan)
Reference Deliverable 4.1.3.1: Project Management Plan delivered and accepted
Reference Deliverable 4.1.3.2: Project Management Methodology and Approach
Reference Deliverable 4.1.3.3: Proposed Project Organizational Chart (include roles and responsibilities)
Reference Deliverable 4.1.3.4: Project Charter
Reference Deliverable 4.1.3.5: Staffing Plan
Reference Deliverable 4.1.3.6: Project Time Reporting Plan
Reference Deliverable 4.1.3.7: Status Reporting Plan
Reference Deliverable 4.1.3.8: Project Controls, Standards and Procedures
Reference Deliverable 4.1.3.9: Change Request Management Plan
Reference Deliverable 4.1.3.10: Quality Management Plan
Reference Deliverable 4.1.3.11: Schedule Management Plan

Reference Deliverable 4.1.4: Issue and Risk Management Plan
Reference Deliverable 4.1.4.1: Governance Plan
Reference Deliverable 4.1.4.2: Issue Management Plan
Reference Deliverable 4.1.4.3: Risk Management Plan
Reference Deliverable 4.1.4.4: Change Control Plan

Reference Deliverable 4.1.5: Project Communication Plan
Reference Deliverable 4.1.5.1: Project Communication Plan

Reference Deliverable 4.1.6: Requirements & Gap Analysis Plan
Reference Deliverable 4.1.6.1: Requirements Analysis and Gap Analysis Plan

Reference Deliverable 4.1.7: Training Plan
Reference Deliverable 4.1.7.1: Fundamentals Review Plan
Reference Deliverable 4.1.7.2: Configuration & System Admin Training Plan
Reference Deliverable 4.1.7.3: User Acceptance Training Plan
Reference Deliverable 4.1.7.4: End User Training Plan
Reference Deliverable 4.1.7.5: Train-the-Trainer Plan

Reference Deliverable 4.1.8: Project Schedule
Reference Deliverable 4.1.8.1: Initial Project Schedule delivered; dates confirmed

Reference Deliverable 4.1.9: Deliverable Expectation Documents
Reference Deliverable 4.1.9.1: Deliverable Expectation Documents

Reference Deliverable 4.1.10: Stakeholder Presentation
Reference Deliverable 4.1.10.1: Stakeholder Presentation Complete

4.2 Assess & Define (Stage 2)

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

4.2.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning the review of the Configuration Analysis Documentation. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs. The Tyler team will be on-site or remote for this activity dependent on the current Travel restrictions for both the City and Tyler to demonstrate areas of the software that will help the City of Jacksonville better understand the EnerGov application in order to assist the Tyler team better understand the City of Jacksonville's configuration analysis documentation.

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

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

Acceptance Criteria: Completion of on-site trips for the Fundamentals review. City reviews and approves/signs delivery of Site Report to the City of Jacksonville team.

4.2.2 Organizational Change Management Discovery Analysis & Planning

Key analysis and assessment leveraging the tools based on The Learning Center and Prosci Research Institute that will assist the City Change Management Team Lead, City Project Manager and Project Management Team to design and execute the Change Management strategies that will support project success. The Change Management Offering will include:

- The City will identify all stakeholders impacted by the project at the start of the project
- The City will encourage invited staff to participate in surveys used for the Organizational Change Readiness Assessment
- The Organizational Change Management Assessment data will be gathered
- The Tyler Change Management Lead will use results of the Change Assessment of the City to develop the Change Management Plan
- The Tyler Change Management Lead will deliver a series of presentations to aid the organization in gaining an understanding of Change Management and the various roles utilized to assist in successful Change Management
- A Change Management Lead will be part of the City project team or the City Project Manager will act in this role
- The City core project team will act as the Change Management Team
- The City Change Management Lead will execute the Change Management Plan

Project Management, Project Sponsors, and City Change Management Team Lead to focus on the analysis findings as well as the benchmark strategies from Prosci Research.

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

STAGE 2	Change Management Discovery Analysis & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Change Management Team	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Project Sponsor(s)	City Executive Steering Committee	City Project Manager	Client Business Advisory Team Leads	Client Change Management Leads	Client Subject Matter Experts	Client Department Heads	City End Users	City Technical Advisory Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Develop surveys for current project understanding			A	I	R							C	I	C	I					
Conduct onsite interviews			A	I	R							I	C	I	C					

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Document Findings from Surveys			A	R								I	I	C	I					
Perform presentation of analysis findings			A	I	R						C	R	R	I	C	I				
Development and Delivery of Change Management Foundation Guide			A		R							I	I	C	I					
Acceptance of Change Management Foundation Guide			I		C							A	I	R	I					
Provide Sponsor Guide with a Sponsor Messaging Template			A		R							I	I	C	I					
Acceptance of Sponsor Guide with a Sponsor Messaging Template			I		C							A	I	R	I					
Provide Procedural Change Management Guide with a Process Change Tracking Template			A		R							I	I	C	I					
Acceptance of Procedural Change Management Guide with a Process Change Tracking Template			I		C							A	I	R	I					
Resistance Management Guide with a Resistance Management Tracking Template			A		R							I	I	C	I					
Acceptance of Resistance Management Guide with a Resistance Management Tracking Template			I		C							A	I	R	I					
Recognition and Lessons Learned Guide with a Lessons Learned Review Template			A		R							I	I	C	I					
Acceptance of the Recognition and Lessons Learned Guide with a Lessons Learned Review Template			I		C							A	I	R	I					
Execution of agreed upon change and communication strategies			I		C							A	I	R	I					

Acceptance Criteria: City reviews and approves/signs off:
Change Management Plan
Sponsor Guide with a Sponsor Messaging Template
Procedural Change Management Guide with a Process Change Tracking Template
Resistance Management Guide with a Resistance Management Tracking Template
Recognition and Lessons Learned Guide with a Lessons Learned Review Template

4.2.3 Requirements Analysis Document

Adjacent to the fundamentals review, the Tyler team will work with the City to review, demonstrate, or discuss the requirements that were included in the RFP and Tyler's response to the proposal for validation. During this exercise, the teams will ensure appropriate interpretation of the requirement and come to an agreement around its validation. Once reviews and meetings have been completed, Tyler will generate a Requirements Analysis Document.

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

STAGE 2	Requirements Analysis Document																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review RFP Functional & Technical Requirements (Tyler & City)			A	R								C	C		C					
Deliver requirements clarification document			A	R								C	C		C					
Review requirements clarification			I	C								A	R		C	I				

Acceptance Criteria: City reviews and approves/signs Requirements Analysis Document.

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4.2.4 Configuration Analysis Documentation Review / Gap Analysis

In collaboration with the City, Tyler evaluates and reviews the City developed Configuration Analysis Documentation for all of the Systems to be implemented in the EnerGov application. During the review, the City will walk through the documentation and its intent with the Tyler team collaboratively to better understand the documentation and its intent. Tyler will provide best practice recommendations and consolidation where appropriate. With this process in place, Tyler will better understand the documentation in preparation for Prototype Development as well as the Build and Validate Stage. Activities will include identifying

- Custom Field information
- Workflow elements to be configured
- Fees
- Automation Points
- Geo-Rules
- Cross reference system process with Requirements Traceability Checklist

Tyler will also identify any gaps within the documentation that may not be met within the software application. Gaps that are founded will be documented in SharePoint and based on the dependency of the gap, one of two things will occur:

1. The Gap is addressed in SharePoint and resulted.
2. A formal document is written for the Gap with the proposed solution.

Gap analysis results include but are not limited too:

- Process Change
- Change Request initiated
- Handled Differently in Application
- Custom Feature Request
- Out of Scope
- Cancelled
- Etc.

This analysis will occur for all the Configuration Analysis Documents in order to be prepared for the configuration of the processes within each system. These documents will be considered the definition documents for the implementation.

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

STAGE 2	Configuration Analysis Documentation Review																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Configuration analysis documentation materials to Tyler		A	I	I							A	R	C		C					
Conduct Configuration Analysis Documentation Review			A	R								I	C	I	C					
Record Future State decisions regarding consolidation and best practices towards the Configuration Analysis Documentation			A	R								I	C	I	C					
Provide BID Analysis Results			A	R																
Review BID Analysis Results			C	C								A	R	I	C	I		C		
Provide PICS Analysis Results			A	R																
Review PICS Analysis Results			C	C								A	R	I	C	I		C		
Provide Concurrency Analysis Results			A	R																
Review Concurrency Analysis Results			C	C								A	R	I	C	I		C		
Provide Civil Plan/Plat Analysis Results			A	R																
Review Civil Plan/Plat Analysis Results			C	C								A	R	I	C	I		C		
Provide LUZAP Analysis Results			A	R																
Review LUZAP Analysis Results			C	C								A	R	I	C	I		C		
Provide JFRD Analysis Results			A	R																
Review JFRD Analysis Results			C	C								A	R	I	C	I		C		
Provide CTQB Analysis Results			A	R																
Review CTQB Analysis Results			C	C								A	R	I	C	I		C		

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Provide Special Events Analysis Results			A	R																	
Review Special Events Analysis Results			C	C								A	R	I	C	I		C			
Provide Zoning Management Analysis Results			A	R																	
Review Zoning Management Analysis Results			C	C								A	R	I	C	I		C			
Provide WIMS Analysis Results			A	R																	
Review WIMS Analysis Results			C	C								A	R	I	C	I		C			
Provide Erosion Analysis Results			A	R																	
Review Erosion Analysis Results			C	C								A	R	I	C	I		C			
Provide Engineering Plan Review Analysis			A	R																	
Review Engineering Plan Review Analysis			C	C								A	R	I	C	I		C			
Provide Consumer Affairs Analysis Results			A	R																	
Review Consumer Affairs Analysis Results			C	C								A	R	I	C	I		C			
Provide Global Configuration Analysis Results			A	R																	
Review Global Configuration Analysis Results			C	C								A	R	I	C	I		C			
Provide Gap Analysis Document			A	R																	
Review Provide Gap Analysis Document			C	C								A	R	I	C	I		C			
Provide pros and cons of Tyler best recommended software options			A	R								I	C	I	C						
Identify Gaps to be reviewed within the documentation			A	R								I	C	I	C						
List Gaps appropriately in SharePoint			A	R								I	C	I	C						
Make decisions for Tyler proposed options			I	C							C	A	R	I	C	I					
Record Future State decisions regarding consolidation and best practices towards the Configuration Analysis Documentation			A	R								I	C	I	C						

Acceptance Criteria: City reviews and approves/signs analysis results for the Configuration Analysis Documentation and Gap Analysis Document(s).

4.2.5 Pre-Configuration Requirements Traceability Matrix Analysis

During this exercise, Tyler will create a traceability matrix that identifies which Energov module will be required to satisfy the RFP requirements. This Requirements Traceability Matrix (RTM) will operate as a checklist to ensure each requirement has been met. Additionally, the matrix will show which configuration analysis documents apply to each requirement. The checklist will be available on the SharePoint site and provided as a deliverable in an electronic format (such as Excel or Word) for review and sign off by the City.

The example below is what a listing would look like in SharePoint for the Requirements Traceability Matrix (RTM) listing. This is not the complete listing of columns, Tyler will provide that during the Assess and Define Stage with the City's mutual agreement.

RTM Item	RTM Description	Configuration Analysis Doc Process	Tyler Response where applicable	Additional comments	RTM Status	Module
This is the item id from the RFP – example BPF15	This is the actual description in the RFP	This is the listing of the configuration analysis docs that need this requirement	This is what Tyler responded with for that item	Any additional comments or feedback from either Tyler or the City	What the result of that RTC item would be. i.e. validated, configuration required, gap found, etc.	The modules that where the requirement would be met.

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

STAGE 2	Pre-Configuration Requirements Traceability Checklist Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review & validate Functional Requirements Checklist within each Configuration Analysis Document			A	R								C	C		C					
Post results in SharePoint			A	R								C	C		C	I				
Provide Pre-Configuration Requirements Traceability Matrix			A	R								C	C		C	I				
Review Pre-Configuration Requirements			I	C							C	A	R	I	C	I				

Acceptance Criteria: City reviews and approves/signs the Pre-Configuration Requirements Traceability Check list (Matrix).

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4.2.6 Solution Architecture and Solution Implementation Plan

This plan contains the approach Tyler will take with the City to ensure a successful implementation. This documentation represents the implementation of the functional design and configuration. The solution Implementation plan includes approaches to be identified for the following key areas:

- System Development Plan - Details the approach to system development and ensures the necessary tools and technologies are in place for development.
- System Architecture & Design – Technical Design Document (TDD) created by Tyler to ensure the completeness and level of detail in design specifications including applicable system architecture layout to accommodate for the requirements as defined within the City's Configuration Analysis Documentation.
- Configuration Plan – Defines configuration management processes, including applicable industry standard automations, version control tools, development change control processes, and methods to maintain traceability throughout the development process.

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

STAGE 2	Solution Implementation Plan																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop System Development Plan			R	I								C	C							
Review System Development Plan			C	C								R	C							
Develop System Design Plan			R	I								C	C							
Review System Design Plan			C	C								R	C							
Develop Configuration Plan			R	I								C	C							
Review Develop Configuration Plan			C	C								R	C							
Develop Solution Implementation Plan			R	I								C	C							
Review Solution Implementation Plan			C	C								R	C		C					
Deliver Solution Implementation Plan for approval			R	I								C	C		C					

Acceptance Criteria: City reviews and approves/signs Solution Implementation Plan.

4.2.7 Prototype Development

In collaboration with Tyler, the City will select 2 to 4 case types per system from the Configuration Analysis Documents to be configured in the EnerGov Application. This is intended to be a checkpoint to ensure that the development approach is in line with the Configuration Analysis Documentation and the City's expectations. Tyler and the City will use the Demonstration Scripts (that were provided during the RFP evaluation phase) as an optional guide to help develop the framework for the prototypes. Feedback, outcomes, and findings will be incorporated in subsequent implementation efforts.

A prototype will consist of the configuration and delivery of an end-to-end business process to include transaction type (case type), custom fields, workflow steps, actions and fees. Up to 75% of IO/IAA Automation and Geo Rule actions will be included in the prototype as well in order to demonstrate how those operations work (i.e. some automation actions might be dependent on subsequent business processes that are to be configured downstream and thus 100% is likely not realistic for each prototype). Tyler will inform the City of the appropriate Map Service Layers and attributes required to complete the Geo-Rule Configuration during the Configuration Analysis Documentation Review. Geo-Rules may only be configured if the City's GIS map service Layers and attributes are available and ready to be consumed by the EnerGov application. Selected reports will also be developed barring acceptance between both the City and Tyler and the configured data will exist. Integrations and Data Conversion elements will not be a part of the Prototype Development.

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

STAGE 2	Pre Configuration Requirements Traceability Checklist Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify Case Types from Configuration Analysis Documents to be used for Prototype Development			I	C								A	R		C					
Ensure GIS services available			I	C								A	C		C			R		
Configure core GIS components within EnerGov application			A	R								C	C					C		
Configure Case Types for Prototype Development			A	R								C	C		C	I				
Walkthrough (Demo) configured Case Types			A	R								C	C		C	I				
Provide feedback for points of resolution during UATs for Prototype Case Types			I	C								A	R		C					

Acceptance Criteria: Prototype completion report, Tyler's demonstration and the City's acceptance and approval/sign-off of configuration for the selected prototype case types.

4.2.8 Data Conversion Planning

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler and the City will review the EnerGov Data Conversion Summary documentation (located in Section 7 of the SOW) to ensure understanding of expectations regarding the data conversion activities that will take place. The City will be responsible for populating the Tyler DB Template. Tyler will be responsible for importing data from the template into the Energov application. The City and Tyler would have performed initial conversion activities stated in Section 3.3 to better prepare for the Data Conversion Planning session.

Additionally, this plan must specify what and how data conversion (Legacy System to Tyler Solution) will function. This plan must include, but not be limited to the following:

- Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data)
- Number of mock runs that will be conducted
- Description of manual conversion processes that cannot be automated
- Milestones, targets
- How much history is converted out of each system
- List of data to not convert
- Manual data entry and error correction after conversion
- Plan for testing and validating converted data – referenced within section 4.3.13 Test (Quality Assurance) / Issue Management Plan

Reference Deliverable: 2-17: DCT-DB Analysis Document

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

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Pull conversion data extract and populate the DCT-DB			I		I							A	C		C			R		

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Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			R		
Review and approve initial population of the DCT-DB		A	I	C	R							I						I		
Deliver Data Conversion Summary			A	C	R							C	I		I			C		
Correct issues with data extract, if needed			I	C	C							A	R		C			R		

Acceptance Criteria: City reviews and approves/signs data conversion document(s) reflecting complete and accurate conversion decisions.

4.2.9 Integrations & Interfaces Planning and Specifications

The new solution must communicate with multiple in-house and/or third-party applications. The solution must integrate with the City's enterprise service bus (Oracle SOA) to manage the sending and receiving of data in addition to managing data translation as required from the respective systems.

As the core legacy systems come online in the new solution, interfaces may be terminated or be redirected to another data source (e.g. data warehouse) for historical purposes. However, interfaces existing outside of the core enterprise processes (such as with the Tax Collector's point of sales systems) must be maintained with the enterprise solution. Furthermore, some one-way interfaces are expected to become bidirectional due to changes in business processes.

Tyler staff conducts additional analysis and develops specifications based on interfaces determined to be in scope for the project. The City reviews the specifications and confirms they meet the City's needs prior to acceptance.

This deliverable will contain the design specifications for system interfaces interacting with the EnerGov application. Information includes but is not limited to:

- Identification of all interfaces between the Tyler Solution and each system/application
- Service-based interface specifications defined including all input/output parameters and data types
- Mapping source and destination of each interface field (e.g., database table name/field)
- Interface requirements (e.g., expected behavior, business outcomes to be achieved)
- Mapping back to relevant functional and technical requirements to demonstrate compliance
- Interface workflow diagrams that illustrate user and system-to-system interactions, including alternate and exception paths

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

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API based on the required business process. It is Tyler's responsibility to ensure the Tyler programs operate correctly.

The City and Tyler have determined the below integrations to be included within the implementation as well as which integrations are owned by Tyler and which are owned by the City.

The ownership of each integration is defined by the following:

1. **Tyler Development Services:** Tyler is responsible for developing the specifications as well as the integration of data to be pushed from EnerGov to the 3rd party system with assistance from the City.

   Example: (City's CRM) In order to accomplish this integration, Tyler will be responsible for developing the integration via Web Service or API or necessary function to communicate with the City's CRM system by either pushing data to the City's CRM system or Consuming data from the City's CRM system, using the CRM system's already built services available. The City would be available to consult Tyler with any additional information necessary for the integration. The City will not be developing anything for this integration.

2. **Tyler Developed Export Utility:** Tyler is responsible for developing the specifications as well as the export utility from EnerGov to be pushed to the 3rd party system with assistance from the City.

   Example: (Bookkeeping) In order to accomplish this integration, Tyler will be responsible for developing the integration via a flat file export (i.e. csv, excel, comma delimited format) that would then be imported into the Bookkeeping system. The City would be available to consult Tyler with any additional information necessary for the integration. The City will not be developing anything for this integration.

3. **City IT and Tyler Development:** Both Tyler and the City will have to create development effort towards this integration. The Tyler Team and the City will provide specifications for their portion of the integration and will be responsible for the development of their portion of the integration.

   Example: (Official Payments) In order to accomplish this integration, both Tyler and the City will be responsible for developing the integration via Web Service or API or necessary function to communicate between both EnerGov and Official payments. Both teams will collaborate effectively in order to develop their portion of the integration. Tyler will be responsible for the EnerGov portion of the integration that will push data from EnerGov or consume data into EnerGov. The City will be responsible for the official payments portion of the integration that will push data from Official Payments or consume data into Official Payments.

4. **City IT with Tyler API Consulting:** City is responsible for developing the specifications as well as the integration of data for the 3rd party system utilizing the EnerGov provided API. The Tyler team will be available to answer questions and support the City by assisting in finding method calls within the API that the City may still have questions on.

   Example: (Tree Mitigation Website) In order to accomplish this integration, the City will be responsible for developing the integration via Web Service or API or necessary function to communicate with EnerGov either pushing data to EnerGov or Consuming data from EnerGov, using the EnerGov API services available. Tyler would be available to consult the City with any additional information necessary for the integration. Tyler will not be developing anything for this integration.

Interface Ownership Clarification: Interface Processes initiating from Energov will be configured within Energov by Tyler. Interface Processes to be consumed by Energov will be configured within the respective application by the City or applicable third-party.

System	Interface Type	Interface Frequency	Process to accomplish	Ownership
City's CRM	Bidirectional	Batch / Every 10 minutes	City IT and Tyler Development	Tyler
Official Payments	Bidirectional	Real Time	City IT and Tyler Development	Tyler & City IT
Bookkeeping	One-Way	Real Time	Tyler Developed Export Utility*	Tyler
Tax Collector POS (TaxTalk)	Bidirectional	Real Time	City IT and Tyler Development	Tyler & City IT
City's Financial System (Escrow GL)	One-Way	Batch / Nightly	Tyler Developed Export Utility*	Tyler
JEA	One-Way	Batch / Every 3 hours	Tyler Developed Export Utility*	Tyler

System	Interface Type	Interface Frequency	Process to accomplish	Ownership
Tree Mitigation Website	One-Way	Real Time / SQL Link	City IT with Tyler API Consulting	City
Property Appraiser Export	One-Way (Receive)	Batch / Nightly	Tyler Developed Export Utility*	Tyler
Esri ArcGIS	BiDirectional	Real Time	Native	Tyler
BlueBeam for eReviews	BiDirectional		Native	Tyler
City's Enterprise Doc. Mgmt. (OnBase)***	One-Way	Real Time	City IT with Tyler API Consulting	City
Legacy Civil Plan/Plat	One-Way	Real Time	Tyler Development Services	Tyler
Street & Property Master	One-Way	GIS	City IT with Tyler API Consulting	City
Tax Lien System	Bidirectional	Batch	Tyler Developed Export Utility*	Tyler
Collections Agency	One-Way	Batch	Tyler Developed Export Utility*	Tyler
BI	One-Way	Batch	City IT with Tyler API Consulting	City
*RMS	One-way	Real Time	City IT with Tyler API Consulting	City
Property Appraiser	One-Way	Real Time / SQL Link	City IT with Tyler API Consulting	City
City's Financial System	Bidirectional	Batch & Real-Time	Tyler Developed Export Utility and utilizing API	Tyler
Oracle SQL Database	One-Way	Batch & Real-Time	City IT and Tyler Development	Tyler & City IT
Copy Center SharePoint Site	One-Way	Batch	Report Automation	Tyler
Solid Waste Hauler Interface	One-Way	Batch / Monthly	Tyler Developed Export Utility	Tyler
SunBiz	Bidirectional	Link	City IT with Tyler API Consulting	City
BID (Energov) to Civil Plan /Plat**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
BID (Energov) to Concurrency**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Civil Plan / Plat (EnerGov) to BID**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Civil Plan / Plat (EnerGov) to Concurrency**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Concurrency (EnerGov) to BID**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Concurrency (EnerGov) to Civil Plan / Plat**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT

* The export utility derives of a developed CSV file that will be produced to be imported into the City's external system outside of EnerGov.

** In the event that these systems do not go-live within the same phase, integrations for communication between these systems must continue as they do today. It is every intention of both Tyler and the City to minimize that effort to make that happen.

*** OnBase Integration – Tyler will present a new API to insert links into EnerGov's document links table that the City will be able to develop against. By doing so, attachments in EnerGov can be viewed via EnerGov attached documents as well as OnBase linked documents.

Acceptance Criteria: City reviews and approves/signs Specification Documents confirming the proposed solution meets their requirements for the integrations mentioned above.

4.2.10 Modification Analysis & Specification

Tyler staff conducts additional analysis and develops specifications based on information discovered during the Assess and Define Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. The modifications (customizations) that will require specifications are included in the City's requirements as specified in the contract. Anything not specified within the contract that requires a customization will follow the Change Request process (Section 8). Nothing in this paragraph shall be construed to limit Tyler's obligation to comply with City's requirements as set forth in the Contract unless specifically agreed otherwise by the City in writing.

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

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

Acceptance Criteria: City reviews and approves/signs Modified Specification Document(s) and agrees that the proposed solution meets their requirements.

4.2.11 Online Portal Specification and Other Global Processes

Tyler will complete an Online Portal Specification Document to ensure specifications align with the City's requirements as defined within the Configuration Analysis Documentation. This document will ensure that the City and Tyler are in agreement regarding decisions related to the Online Portal activity and design specifications. Additionally, the Tyler team will document other global processes (such as Dashboards) defined within the Configuration Analysis Documentation. The Tyler services team will provide the appropriate documentation regarding the Online Portal standards as well as user guides displaying the different features and UI experiences that will exist. Furthermore, the City and Tyler will collaborate to ensure and determine which processes and data (where functionally applicable) will be available online as well as features that will be enabled/disabled.

The Online Portal Specification Document will include but is not limited to:

- Portal design, architecture, content, and functionality
- Defined brand and accessibility standards
- Standard Screen mockups
- Standard User mockups
- GIS interface configuration
- Payment Portal Configuration
- Citizen interactions (e.g., requesting a permit, scheduling an inspection, initiating a planned unit development, uploading documentation, submitting plans, running reports, etc.)

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

STAGE 2	Online Portal Specification																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver online portal standards documentation			A	R								I	C		C			I		
Determine which processes are available online			I	C								A	C		R			I		
Develop and Deliver Online Portal Specification Document			A	R								I	C		C					

Acceptance Criteria: City reviews and approves/signs Online Portal Specification Document confirming the proposed solution meets their requirements for the Citizen Portal.

4.2.12 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs as identified in the Configuration Analysis Documentation. Items that may be included in the Agreement (Contract) are either Standard Forms and Reports, Modification(s) to standard Forms and Reports, as well as Custom Forms and Reports. Deliverables will include the required Forms and Reports that have been identified within the Configuration Analysis Documentation. Items not included in the Agreement (Contract) could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

Tyler will provide specifications for each City in Scope form, Report and output requirements. Each report will have its own specification document and require an approval. Information to be included in the Forms & Reports Design Specification Document includes but is not limited to:

- Data merged letters, correspondences, and forms
- Standardized and parameterized reports
- Interactive and Ad-hoc query and reporting and functionality
- Mock report layouts
- Sample data to show how data will be displayed
- Report fields and parameters (as applicable)
- Mapping database fields to report fields

The type of Custom report development is defined below:

Custom Reports/Output documents: Ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters: Ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc.)

Dynamic Reports Modifications: Select and existing dynamic report and add/remove fields to create a custom version for your jurisdiction. Must start with an existing report.

Dynamic Forms/Letters Modifications (Use of Custom forms/letters and existing standard forms/letters in scope): Select an existing dynamic form/letter or custom-built form/letter and add/remove up to 7 elements to create a new version of that form/letter. Must start with an existing form/letter.

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

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output based on Configuration Analysis Documentation			A	R								C	C	I	C			I		
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

Acceptance Criteria: City reviews and approves/signs forms and report specification documents received.

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4.2.13 Test (Quality Assurance) / Issue Management Plan

Tyler will collaborate with the City's Quality Assurance team to develop a test plan that outlines software testing strategy, methodology processes, standards and guidelines for all software testing. This will be mutually agreed upon by both Tyler and the City. The plan will cover:

- How to test the application
- Who is going to test which areas of the application, and time frames for testing processes
- Where to go and what to do when an issue is found
- Understanding of completion and accuracy for each process of the remaining stages of the implementation
- Internal (unit) testing to be performed (Post results in internal test tracker in SharePoint)
- External testing to be performed (SMEs running through test cases/scripts)
- Issue Management Plan (e.g., issue tracking, issue resolution, prioritization, issue follow-up, regression, etc.)

Identifying exit and entry criteria for each phase.
Templates and standards for all testing artifacts and deliverables to be provided, including example test cases.
Identifying approach to establish traceability from requirements to test cases including the requirements/processes within the configuration analysis documentation in an effective manner in order to maintain the overall project timeline.

The types of tests and processes to be described within the testing plan shall include:

- Internal (Unit) Testing – this is the internal testing that occurs by the Tyler team referenced in section 4.4.1.
- System (Functional) – this testing is for the power users/SMEs to ensure accuracy of the application from a functional standpoint based on the configuration analysis documents. Tyler will develop test cases and test scripts based on the configuration analysis documents.
- Integration/Interface – this will describe how Tyler will collaborate with the City technical leads to test the Integrations and Interfaces that are built based on the specifications.
- Data Conversion Testing – this will describe how Tyler will collaborate with the power users and technical leads to test the Data Conversion based on the mapping documentation as well as active records. This will also address when data conversion testing will occur.
- Parallel – this describes the method of testing both in the EnerGov application, as well as the Legacy application to ensure accuracy in results where appropriate.
- Performance – this will provide performance metrics and describe the methodology of testing towards a realistic load for the City's environment. This testing is based on criteria such as the creation of Records, update of records, as well as searching. Tyler will be able to provide the metrics towards the top 5 most active processes within each business as well as any other pertinent performance metrics.
- User Acceptance Testing – this section will describe the end users that will be involved in their functional end to end testing of the application based on their business needs.
- Security – this section will describe what to look for from a user roles and security standpoint and the best way to test for these items
- Pre-Final System Configuration & Integration Testing (Internal) – this section addresses end-to-end testing by Tyler prior to external system functional and user acceptance testing

(UAT). This will be inclusive of all configured processes and integrations, including those resulting from the configuration analysis documentation.

STAGE 3	Test Plan																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop & Deliver Quality Assurance and Issue Management Test Plan for Final Testing & Training			R	C				C				C	C		I					
Review and approve Quality Assurance and Issue Management Test Plan document			C	I				C				A	R		C	I				

Acceptance Criteria: City reviews and approves/signs Quality Assurance Issue Management Plan.

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4.2.14 System Deployment

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

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

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

Acceptance Criteria: Application installed in hosted environment and login credentials provided to select City members. City reviews and approves/signs proof of installation email provided.

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4.2.15 Control Point 2: Assess & Define Stage Acceptance

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

Reference Deliverable 4.2.1: Fundamentals Review

- Reference Deliverable 4.2.1.1: Fundamentals Review Site Report

Reference Deliverable 4.2.2: Organizational Change Management Discovery Analysis & Planning

- Reference Deliverable 4.2.2.1: Change Management Plan
- Reference Deliverable 4.2.2.2: Procedural Change Management Guide

Reference Deliverable 4.2.3: Requirements Analysis Document

- Reference Deliverable 4.2.3.1: Requirements Clarification Document
- Reference Deliverable 4.2.3.2: BID Req. Analysis Results
- Reference Deliverable 4.2.3.3: PICS Req. Analysis Results
- Reference Deliverable 4.2.3.4: Concurrency Req. Analysis Results
- Reference Deliverable 4.2.3.5: Civil Plan/Plat Req. Analysis Results
- Reference Deliverable 4.2.3.6: LUZAP Req. Analysis Results
- Reference Deliverable 4.2.3.7: JFRD Req. Analysis Results
- Reference Deliverable 4.2.3.8: CTQB Req. Analysis Results
- Reference Deliverable 4.2.3.9: Special Events Req. Analysis Results
- Reference Deliverable 4.2.3.10: Zoning Management Req. Analysis Results
- Reference Deliverable 4.2.3.11: WIMS Req. Analysis Results
- Reference Deliverable 4.2.3.12: Erosion Req. Analysis Results
- Reference Deliverable 4.2.3.13: Engineering Plan Review Req. Analysis Results
- Reference Deliverable 4.2.3.14: Consumer Affairs Req. Analysis Results
- Reference Deliverable 4.2.3.15: Global Configuration Analysis Document

Reference Deliverable 4.2.4: Configuration Analysis Documentation Review / Gap Analysis

- Reference Deliverable 4.2.4.1: BID Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.2: PICS Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.3: Concurrency Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.4: Civil Plan / Plat Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.5: LUZAP Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.6: JFRD Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.7: CTQB Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.8: Special Events Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.9: Zoning Management Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.10: WIMS Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.11: Erosion Configuration & Gap Analysis Document Results
- Reference Deliverable 4.2.4.12: Engineering Configuration & Gap Analysis Results
- Reference Deliverable 4.2.4.13: Consumer Affairs Configuration & Gap Analysis Results
- Reference Deliverable 4.2.4.14: Global Configuration & Gap Analysis Results

Reference Deliverable 4.2.5: Pre-Configuration Requirements Traceability Checklist Analysis

- Reference Deliverable 4.2.5.1: Pre-configuration Requirements Traceability Matrix

Reference Deliverable 4.2.6: Solution Architecture and Solution Implementation Plan

- Reference Deliverable 4.2.6.1: System Development Plan
- Reference Deliverable 4.2.6.2: System Design
- Reference Deliverable 4.2.6.3: Configuration Plan

Reference Deliverable 4.2.7: Prototype Development

- Reference Deliverable 4.2.7.1: BID Prototype Development
- Reference Deliverable 4.2.7.2: PICS Prototype Development
- Reference Deliverable 4.2.7.3: Concurrency Prototype Development
- Reference Deliverable 4.2.7.4: Civil Plan/Plat Prototype Development
- Reference Deliverable 4.2.7.5: LUZAP Prototype Development
- Reference Deliverable 4.2.7.6: JFRD Prototype Development
- Reference Deliverable 4.2.7.7: CTQB Prototype Development
- Reference Deliverable 4.2.7.8: Special Events Prototype Development
- Reference Deliverable 4.2.7.9: Zoning Management Prototype Development
- Reference Deliverable 4.2.7.10: WIMS Prototype Development
- Reference Deliverable 4.2.7.11: Erosion Prototype Development
- Reference Deliverable 4.2.7.12: Engineering Plan Review Prototype Development
- Reference Deliverable 4.2.7.13: Consumer Affairs Prototype Development

Reference Deliverable 4.2.8: Data Conversion Planning & Mapping

- Reference Deliverable 4.2.8.1: Data Conversion Plan
- Reference Deliverable 4.2.8.2: DCT-DB Analysis Document
- Reference Deliverable 4.2.8.3: Data Conversion Summary

Reference Deliverable 4.2.9: Integrations & Interfaces Planning and Specifications

- Reference Deliverable 4.2.9.1: City's CRM
- Reference Deliverable 4.2.9.2: Official Payments
- Reference Deliverable 4.2.9.3: Bookkeeping
- Reference Deliverable 4.2.9.4: Tax Collector POS (TaxTalk)
- Reference Deliverable 4.2.9.5: City's Financial System (Escrow GL)
- Reference Deliverable 4.2.9.6: JEA
- Reference Deliverable 4.2.9.7: Tree Mitigation Website
- Reference Deliverable 4.2.9.8: Property Appraiser Export
- Reference Deliverable 4.2.9.9: City's Enterprise Doc. Mgmt. (OnBase)
- Reference Deliverable 4.2.9.10: *Legacy Civil Plan/Plat
- Reference Deliverable 4.2.9.11: Street & Property Master
- Reference Deliverable 4.2.9.12: Tax Lien System
- Reference Deliverable 4.2.9.13: Collections Agency
- Reference Deliverable 4.2.9.14: BI
- Reference Deliverable 4.2.9.15: *RMS
- Reference Deliverable 4.2.9.16: Property Appraiser
- Reference Deliverable 4.2.9.17: City's Financial System
- Reference Deliverable 4.2.9.18: Oracle SQL Database

- Reference Deliverable 4.2.9.19: Copy Center SharePoint Site
- Reference Deliverable 4.2.9.20: Solid Waste Hauler Interface
- Reference Deliverable 4.2.9.21: SunBiz

Reference Deliverable 4.2.10: Modification Analysis & Specification, if contracted
- Reference Deliverable 4.2.10.1: Modifications Analysis & Specifications, if contracted

Reference Deliverable 4.2.11: Online Portal Specification
- Reference Deliverable 4.2.11.1: Online Portal Specification Document

Reference Deliverable 4.2.12: Forms & Reports Planning
- Reference Deliverable 4.2.12.1: Forms and report specification documents

Reference Deliverable 4.2.13.1: Test (Quality Assurance) / Issue Management Plan
- Reference Deliverable 4.2.13.1: Quality Assurance Issue Management Plan

Reference Deliverable 4.2.14: System Deployment
- Reference Deliverable 4.2.14.1: Application Installed in hosted environment
- Reference Deliverable 4.2.14.2: Logins to City Provided

Reference Deliverable 4.2.15: Updated Project Schedule
- Reference Deliverable 4.2.15.1: Detailed Project Schedule

4.3 Build & Validate (Stage 3)

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

4.3.1 Configuration, Internal (Unit) Testing & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the review of the Configuration Analysis Documents that were performed as well as any future state decisions made based on

the Prototype Development during the Assess and Define Stage. Tyler staff will train and support the Technical leads on configuration components of the application to prepare them for their portion of the configuration of their applications as well as Validation of the software. The technical leads will have configuration efforts based on what is discussed with the project team that are related to:

- Custom Field configuration
- Workflow configuration
- Fee configuration
- Simple process configuration

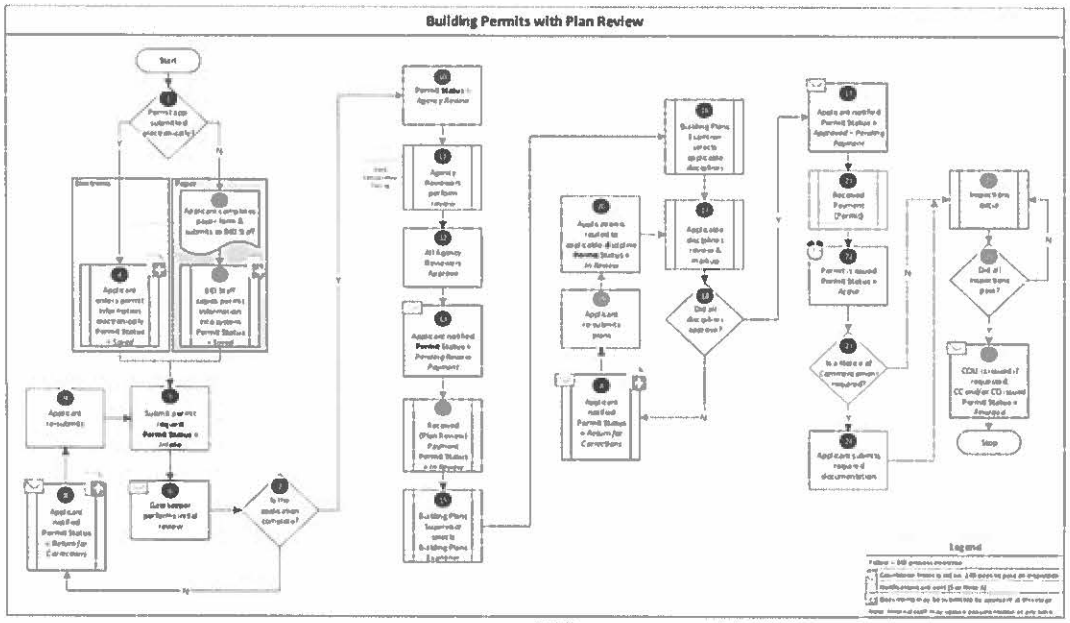
For example, the technical leads may be assigned to assist with the configuration of a custom field layout, just to keep their knowledge fresh with what they just learned during the training. Tyler will ensure that anything that is assigned to the City will be simple in nature so that configuration is set.

This will allow the Technical leads to build a stronger foundation of skills as it relates to the EnerGov product and ensure they are able to better administer it in the future. After Tyler's unit testing, the City collaborates with Tyler staff iteratively to Validate software configuration. Tyler will provide a document summarizing the assistance provided during the build stage for the City-owned configuration processes.

The Tyler staff will perform Internal (unit) testing on the configurations they have completed to ensure accuracy of the configuration based on the Configuration analysis documents. This will include but not limited to:

- Custom fields
- Fees
- Workflows
- Automations
- Geo Rules
- End-to-end process including dependencies among related processes (See example Fig. 1.0)
- Internal (unit) testing will include data conversion and validation testing

Figure 1.0



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STAGE 3	Configuration & Power User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration training			A	R								I	I		I			C		
Perform configuration for BIDs			A	R								C	C		I					
Perform internal (unit) testing validation for BIDs			A	R								C	I		I					
Perform configuration for PICs			A	R								C	C		I			C		
Perform internal (unit) testing validation for PICs			A	R								C	I		I			C		
Perform configuration for Concurrency			A	R								C	C		I			C		
Perform internal (unit) testing validation for Concurrency			A	R								C	I		I			C		
Perform configuration for Civil Plan/Plat			A	R								C	C		I			C		
Perform internal (unit) testing validation for Civil Plan/Plat			A	R								C	I		I			C		
Perform configuration for LUZAP			A	R								C	C		I			C		
Perform internal (unit) testing validation for LUZAP			A	R								C	I		I			C		
Perform configuration for JFRD			A	R								C	C		I			C		
Perform internal (unit) testing validation for JFRD			A	R								C	I		I			C		
Perform configuration for CTQB			A	R								C	C		I			C		
Perform internal (unit) testing validation for CTQB			A	R								C	I		I			C		
Perform configuration for Special Events			A	R								C	C		I			C		
Perform internal (unit) testing validation for Special Events			A	R								C	I		I			C		

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Perform configuration for Zoning Management			A	R							C	C		I			C		
Perform internal (unit) testing validation for Zoning Management			A	R							C	I		I			C		
Perform configuration for WIMS			A	R							C	C		I			C		
Perform internal (unit) testing validation for WIMS			A	R							C	I		I			C		
Perform configuration for Erosion			A	R							C	C		I			C		
Perform internal (unit) testing validation for Erosion			A	R							C	I		I			C		
Perform configuration for Engineering Plan Review			A	R							C	C		I					
Perform internal (unit) testing validation for Engineering Plan Review			A	R							C	I		I					
Perform configuration for Consumer Affairs			A	R							C	C		I					
Perform internal (unit) testing validation for Consumer Affairs			A	R							C	I		I					
Perform configuration for citizen portal and other global business processes			A	R							C	C		I					
Perform internal (unit) testing validation for citizen portal and other global business processes			A	R							C	I		I					
Technical Lead process and Validation training			A	R							I	C	I	C				I	
City assigned configuration			C	C							A	C		R			R		
Perform Unit Testing on City assigned configuration			I	C							A	C		R			C		

Acceptance Criteria:

- City acknowledgement of completed configuration and validation activities for each system located within the SharePoint site. A summary page is capable to be printed
- Tyler completes configuration training
- City reviews and approves/signs of Build Stage Summary Document

4.3.2 Data Conversion & Validation

The objective of this sub-stage is to convert Legacy System Data into the Tyler System. Tyler staff and the City work together to complete Data Mapping for each piece of data from the Legacy System to a location in the Tyler system. Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance. As part of the data conversion testing, there are two types of conversion runs that Tyler provides.

Partial Conversion Runs – These are conversion runs that do not contain the full data set to help answer questions or provide validation in certain areas. With partial runs, the intention is to ensure that the conversion is headed in a proper direction. There are no limits to the number of partial conversion runs, however, it will impact the schedule if a full conversion run is not completed by the mutually agreed upon timeframe.

Full Conversion Runs – These are conversion runs that contain the entire data set for the legacy systems that were placed in the DCT-DB. It is important to note that all the data that is identified should have happened with some of the partial conversion runs. Full conversion runs are limited to 15 runs since it will be the comprehensive data set.

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

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Map data from Legacy System to Tyler system			I	A	R							I	C					C		
Pull conversion data extract and populate the DCT-DB			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			R		
Review and approve initial population of the DCT-DB		A	I	C	R							I						I		
Deliver Data Conversion Summary			A	C	R							C	I		I			C		

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Correct issues with data extract, if needed			I	C	C							A	R		C			R		
Data Conversion Utility Mapping Document Created		A	I	C	R							C						C		
Write and run initial data conversion program against Client provided DCT-DB		A	I	C	R							C						C		
Complete data conversion testing and initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

Acceptance Criteria:

- Initial error log available for review. The City accepts initial data conversion delivery and completes a data issues log that is posted on SharePoint.
- City reviews and approves/signs Data conversion mapping document.

4.3.3 Integrations & Interfaces and API Support for Validation

Tyler will develop the Tyler owned data exchanges for the implementation and will also provide API support to the City for the City owned interfaces that they will develop based on the integrations list in section 4.3.9

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

System	Interface Type	Interface Frequency	Process to accomplish	Ownership
City's CRM	Bidirectional	Batch / Every 10 minutes	City IT and Tyler Development	Tyler
Official Payments	Bidirectional	Real Time	City IT and Tyler Development	Tyler & City IT
Bookkeeping	One-Way	Real Time	Tyler Developed Export Utility*	Tyler
Tax Collector POS (TaxTalk)	Bidirectional	Real Time	City IT and Tyler Development	Tyler & City IT
City's Financial System (Escrow GL)	One-Way	Batch / Nightly	Tyler Developed Export Utility*	Tyler
JEA	One-Way	Batch / Every 3 hours	Tyler Developed Export Utility*	Tyler
Tree Mitigation Website	One-Way	Real Time / SQL Link	City IT with Tyler API Consulting	City
Property Appraiser Export	One-Way (Receive)	Batch / Nightly	Tyler Developed Export Utility*	Tyler
Esri ArcGIS	BiDirectional	Real Time	Native	Tyler
BlueBeam for eReviews	BiDirectional		Native	Tyler
City's Enterprise Doc. Mgmt. (OnBase)***	One-Way	Real Time	City IT with Tyler API Consulting	City
Legacy Civil Plan/Plat	One-Way	Real Time	Tyler Development Services	Tyler
Street & Property Master	One-Way	GIS	City IT with Tyler API Consulting	City
Tax Lien System	Bidirectional	Batch	Tyler Developed Export Utility*	Tyler
Collections Agency	One-Way	Batch	Tyler Developed Export Utility*	Tyler
BI	One-Way	Batch	City IT with Tyler API Consulting	City
*RMS	One-way	Real Time	City IT with Tyler API Consulting	City
Property Appraiser	One-Way	Real Time / SQL Link	City IT with Tyler API Consulting	City
City's Financial System	Bidirectional	Batch & Real-Time	Tyler Developed Export Utility and utilizing API	Tyler
Oracle SQL Database	One-Way	Batch & Real-Time	City IT and Tyler Development	Tyler & City IT
Copy Center SharePoint Site	One-Way	Batch	Report Automation	Tyler
Solid Waste Hauler Interface	One-Way	Batch / Monthly	Tyler Developed Export Utility	Tyler

System	Interface Type	Interface Frequency	Process to accomplish	Ownership
SunBiz	Bidirectional	Link	City IT with Tyler API Consulting	City
BID (Energov) to Civil Plan /Plat**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
BID (Energov) to Concurrency**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Civil Plan / Plat (EnerGov) to BID**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Civil Plan / Plat (EnerGov) to Concurrency**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Concurrency (EnerGov) to BID**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Concurrency (EnerGov) to Civil Plan / Plat**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT

* The export utility derives of a developed CSV file that will be produced to be imported into the City's external system outside of EnerGov.

** In the event that these systems do not go-live within the same phase, integrations for communication between these systems must continue as they do today. It is every intention of both Tyler and the City to minimize that effort to make that happen.

*** OnBase Integration – Tyler will present a new API to insert links into EnerGov's document links table that the City will be able to develop against. By doing so, attachments in EnerGov can be viewed via EnerGov attached documents as well as OnBase linked documents.

Acceptance Criteria: Development of Tyler portion of integrations are completed. Development of City portion of integrations are completed. Demonstration of completed integration is provided to the business to demonstrate correct functionality of integration based on the specifications. City approves/signs off on completed development for each integration located within the SharePoint site. A summary page is capable to be printed

4.3.4 Modification Delivery & Validation

Tyler delivers in Scope Modification(s) to the City for preliminary testing. The City will validate the modification that has been developed by Tyler in order to confirm the modification matches the approved specification. Final acceptance will occur during the Final Testing and Training Stage. Nothing in this paragraph shall be construed to limit Tyler's obligation to comply with City's requirements as set forth in the Contract unless specifically agreed otherwise by the City in writing.

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

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

Acceptance Criteria: City reviews and approves/signs delivery of Modification(s) results in objectives described in the City-signed specification.

4.3.5 Pre UAT Requirements Traceability Matrix Analysis

During configuration of the application and prior to User Acceptance Testing beginning, the Tyler team will work with the City to review, demonstrate, or discuss the requirements that were included in the Functional Requirements Traceability Matrix for validation and is a continuation of the efforts completed in Section 4.2.5. During this exercise, the teams will review the Requirements Traceability Matrix Analysis document for open items that would be expected to be validated post configuration. Once reviews and meetings have been completed, Tyler will update the Requirements Traceability Matrix Analysis document with their findings.

Reference Deliverable: 3-18 Pre-UAT Requirements Traceability Checklist

STAGE 3	Pre UAT Requirements Traceability Checklist Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review & validate Functional Requirements Traceability Checklist post configuration			A	R								I	C		C					
Deliver updated Requirements Analysis Document			A	R								I	C		C	I				

Acceptance Criteria: City approves/signs off on of updated Requirements Traceability Matrix.

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4.3.6 Custom Test Cases / Test Scripts Development

Based on the Testing Plan, Tyler will develop test scripts/Test Cases in preparation for External System Functional Testing (Power Users) and User Acceptance Testing for the following areas where applicable:

- BID Configuration
- PICS Configuration
- Concurrency Configuration
- Civil Plan/Plat Configuration
- LUZAP Configuration
- JFRD Configuration
- CTQB Configuration
- Special Events Configuration
- Zoning Management Configuration
- WIMS Configuration
- Erosion Configuration
- Engineering Plan Review Configuration
- Consumer Affairs Configuration
- Global Configuration Processes
- Integrations

Test cases and test scripts that are developed will be in coordination with the software application. Test cases and test scripts will be used for happy path, negative, and alternate testing. Any other forms of operating procedure scripts that fall outside of the software application will be the responsibility of the City.

Reference Deliverable: 3-20 Testing Scripts

STAGE 3	Custom Test Script Development																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop Test Scripts			A	R								I	C		C					
Review and approve test scripts			I	C								A	R		R	I				

Acceptance Criteria: City reviews and approves/signs Custom Test Scripts/Test Cases

4.3.7 Forms & Reports Validation

Tyler develops in scope custom forms and reports. In addition, Tyler completes installation of all Standard Forms and Reports included in the Agreement (Contract). Tyler provides training on Standard & Custom Forms/Reports and the City tests each Standard and Custom Form/Report for accuracy and completion.

Reference Deliverable: 3-21 Report Development

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

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

Acceptance Criteria: City reviews and approves/signs custom developed forms and reports.

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4.3.8 Organizational Change Management Resistance and Procedural Communication Planning

Tyler team develops and utilizes plans and tools to mitigate potential user resistance to increase acceptance and adoption of new policies and procedures based on the discussions that were had during Assess and Define in section 4.2.2. Utilization of management tools for sustaining and reinforcing organizational change for the project. Plan to build awareness and understanding of the proposed changes so that any potential change management obstacles can be identified and addressed. Enables users to have an awareness of the changes prior to attending End User training.

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

STAGE 3	Change Management Resistance and Procedural Comm Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Change Management Team	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Project Sponsor(s)	City Executive Steering Committee	City Project Manager	Client Business Advisory Team Leads	Client Change Management Leads	Client Subject Matter Experts	Client Department Heads	City End Users	City Technical Advisory Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Develop resistance management plan			A	I	R							C	I	C	I					
Review and Accept Resistance Management Plan			I	I	C							A	C	R	C					
Execute on agreed to Resistance Management Plan			I	I	C							A	I	R	I					
Develop Communications Plan based on key procedural changes			A	I	R							C	I	C	I					
Review and Accept Communications Plan			I	I	C							A	C	R	C					
Execute on agreed upon communications Plan			I	I	C							A	C	R	C					

Acceptance Criteria: City reviews and approves/signs of agreed upon communications plan.

4.3.9 Pre-Final System Configuration & Integration Testing (Internal)

Tyler will perform end-to-end system configuration testing in preparation for the final test phase which includes user acceptance testing (UAT). Tyler will utilize their test cases and test scripts throughout this process.

Tyler, in conjunction with the City's technical team, will collaboratively perform integration and interface testing. Tyler will assume the lead role on interfaces originating from Energov. The City will serve as lead on interfaces to be consumed by Energov.

The configuration that will be internally tested at this stage will be inclusive of:

- Testing all processes documented in the configuration analysis document. Example – See Figure 2.0
- Interfaces and integration testing – See Table 1.0
- Testing of all workflows, fees, automations, georules, etc.
- Data conversion and integration testing
- Security / Roles testing
- Reports & forms integration testing
- And testing of any other applicable functions within the system

Note: If a phased approach methodology is employed, this process will be iterative and completed after the build of each phase and will include integration testing with previously deployed phases.

Table 1.0

System	Interface Type	Interface Frequency	Process to accomplish	Ownership
City's CRM	Bidirectional	Batch / Every 10 minutes	City IT and Tyler Development	Tyler
Official Payments	Bidirectional	Real Time	City IT and Tyler Development	Tyler & City IT
Bookkeeping	One-Way	Real Time	Tyler Developed Export Utility*	Tyler
Tax Collector POS (TaxTalk)	Bidirectional	Real Time	City IT and Tyler Development	Tyler & City IT
City's Financial System (Escrow GL)	One-Way	Batch / Nightly	Tyler Developed Export Utility*	Tyler
JEA	One-Way	Batch / Every 3 hours	Tyler Developed Export Utility*	Tyler
Tree Mitigation Website	One-Way	Real Time / SQL Link	City IT with Tyler API Consulting	City
Property Appraiser Export	One-Way (Receive)	Batch / Nightly	Tyler Developed Export Utility*	Tyler
Esri ArcGIS	BiDirectional	Real Time	Native	Tyler
BlueBeam for eReviews	BiDirectional		Native	Tyler
City's Enterprise Doc. Mgmt. (OnBase)***	One-Way	Real Time	City IT with Tyler API Consulting	City
Legacy Civil Plan/Plat	One-Way	Real Time	Tyler Development Services	Tyler
Street & Property Master	One-Way	GIS	City IT with Tyler API Consulting	City

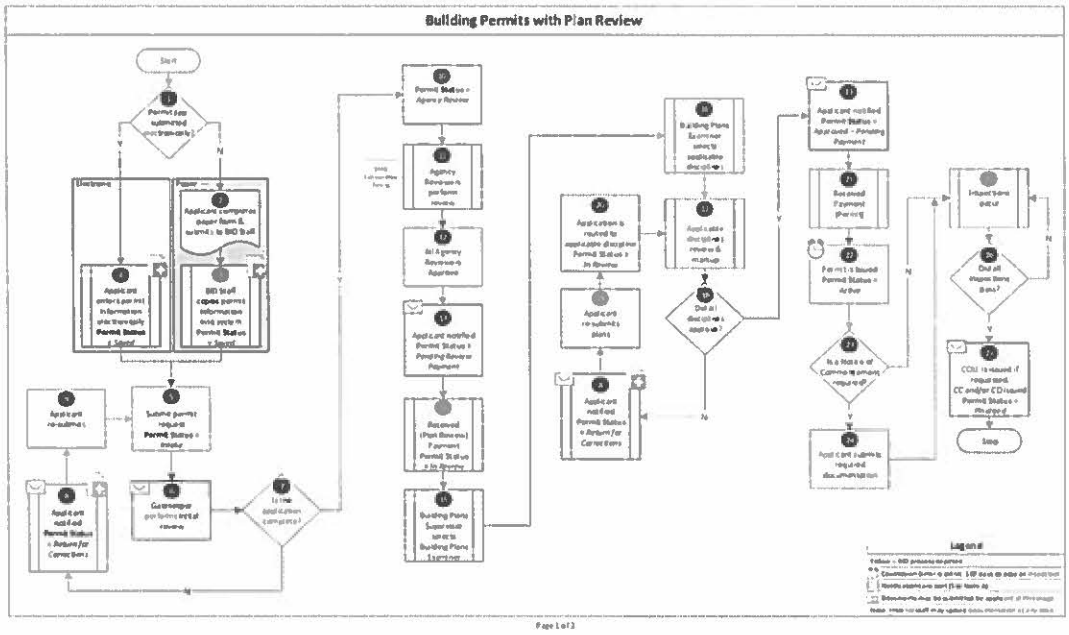
System	Interface Type	Interface Frequency	Process to accomplish	Ownership
Tax Lien System	Bidirectional	Batch	Tyler Developed Export Utility*	Tyler
Collections Agency	One-Way	Batch	Tyler Developed Export Utility*	Tyler
BI	One-Way	Batch	City IT with Tyler API Consulting	City
*RMS	One-way	Real Time	City IT with Tyler API Consulting	City
Property Appraiser	One-Way	Real Time / SQL Link	City IT with Tyler API Consulting	City
City's Financial System	Bidirectional	Batch & Real-Time	Tyler Developed Export Utility and utilizing API	Tyler
Oracle SQL Database	One-Way	Batch & Real-Time	City IT and Tyler Development	Tyler & City IT
Copy Center SharePoint Site	One-Way	Batch	Report Automation	Tyler
Solid Waste Hauler Interface	One-Way	Batch / Monthly	Tyler Developed Export Utility	Tyler
SunBiz	Bidirectional	Link	City IT with Tyler API Consulting	City
BID (Energov) to Civil Plan /Plat**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
BID (Energov) to Concurrency**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Civil Plan / Plat (EnerGov) to BID**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Civil Plan / Plat (EnerGov) to Concurrency**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Concurrency (EnerGov) to BID**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT
Concurrency (EnerGov) to Civil Plan / Plat**	Bidirectional	Real Time / SQL Link	City IT and Tyler Development	Tyler & City IT

* The export utility derives of a developed CSV file that will be produced to be imported into the City's external system outside of EnerGov.

** In the event that these systems do not go-live within the same phase, integrations for communication between these systems must continue as they do today. It is every intention of both Tyler and the City to minimize that effort to make that happen.

*** OnBase Integration – Tyler will present a new API to insert links into EnerGov's document links table that the City will be able to develop against. By doing so, attachments in EnerGov can be viewed via EnerGov attached documents as well as OnBase linked documents.

Figure 2.0



Acceptance Criteria: City reviews and approves/signs off on test summary report.

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4.3.10 Control Point 3: Build & Validate Stage Acceptance

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

Reference Deliverable 4.3.1: Configuration, Internal (Unit) Testing, Power User Testing

- Reference Deliverables 4.3.1.1 – 4.3.1.5: City acknowledgement of completed configuration & validation activities; summary page
- Reference Deliverable 4.3.1.6: Complete onsite Configuration Training
- Reference Deliverable 4.3.1.7: Build Stage Summary Document

Reference Deliverable 4.3.2: Data Conversion and Validation

- Reference Deliverable 4.3.2.1: Initial Error Log
- Reference Deliverable 4.3.2.2: Data Conversion Mapping Document

Reference Deliverable 4.3.3: Integrations & Interfaces and API Support for Validation

- Tyler-owned interfaces developed and demonstrated/tested
    - Reference Deliverable 4.3.3.1: City's CRM
    - Reference Deliverable 4.3.3.2: Bookkeeping
    - Reference Deliverable 4.3.3.3: City's Financial System (Escrow GL)
    - Reference Deliverable 4.3.3.4: JEA
    - Reference Deliverable 4.3.3.5: Property Appraiser Export
    - Reference Deliverable 4.3.3.6: Esri ArcGIS
    - Reference Deliverable 4.3.3.7: BlueBeam for eReviews
    - Reference Deliverable 4.3.3.8: *Legacy Civil Plan/Plat
    - Reference Deliverable 4.3.3.9: Tax Lien System
    - Reference Deliverable 4.3.3.10: Collections Agency
    - Reference Deliverable 4.3.3.11: City's Financial System
    - Reference Deliverable 4.3.3.12: Copy Center SharePoint Site
    - Reference Deliverable 4.3.3.13: Solid Waste Hauler Interface
- City-owned interfaces developed and demonstrated/tested
    - Reference Deliverable 4.3.3.14: Tree Mitigation Website
    - Reference Deliverable 4.3.3.15: City's Enterprise Doc. Mgmt. (OnBase)
    - Reference Deliverable 4.3.3.16: Street & Property Master
    - Reference Deliverable 4.3.3.17: BI
    - Reference Deliverable 4.3.3.18: *RMS
    - Reference Deliverable 4.3.3.19: Property Appraiser
    - Reference Deliverable 4.3.3.20: SunBiz
- Jointly owned (Tyler & City) interfaces developed and demonstrated/tested
    - Reference Deliverable 4.3.3.21: Official Payments
    - Reference Deliverable 4.3.3.22: Tax Collector POS (TaxTalk)
    - Reference Deliverable 4.3.3.23: Oracle SQL Database

Reference Deliverable 4.3.4: Modification Delivery & Validation, if Contracted

- Reference Deliverable 4.3.4.1: Delivery of contracted modifications

Reference Deliverable 4.3.5: Pre UAT Requirements Traceability Checklist Analysis

- Reference Deliverable 4.3.5.1: Pre UAT Requirements Traceability Checklist

Reference Deliverable 4.3.6: Custom Test Cases / Test Scripts Development

- Reference Deliverable 4.3.6.1: Testing Cases & Test Scripts

Reference Deliverable 4.3.7: Forms & Report Validation

- Reference Deliverable 4.3.7.1: Report Development

Reference Deliverable 4.3.8: Organizational Change Management Resistance & Procedural Communication Plan

- Reference Deliverable 4.3.8.1: Organizational Change Management Communication Plan

Reference Deliverable 4.3.9: Pre-Final System Configuration & Integration Testing

- Reference Deliverable 4.3.9.1: Test Summary Report

4.4 Final Testing & Training (Stage 4)

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

4.4.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. In collaboration with the City, Tyler will provide a detailed Production Cutover Plan outlining tasks necessary for production Cutover.

The Cutover plan will include: Dates for final conversion, date(s) to cease system processing in the Legacy System, date(s) for first processing in Tyler system. including:

- Contingency and rollback plan if deployment is unsuccessful
- Plan for physical deployment of application components as applicable
- Smoke test plan that includes steps to verify that deployed application is functioning correctly
- Criteria for approving the production use of application
- Anticipated downtime with user impact
- Data Synchronization Steps
- User and service desk communication plan
- Final deployment approval steps
- Duration of deployment activities and required resources

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

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

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Acceptance Criteria: City reviews and approves/signs definition of all pre-production tasks, assignment of owners and establishment of due dates.

4.4.2 External System Functional Testing (Power Users)

The City along with support from Tyler will facilitate functional testing with the Power Users/SMEs. This testing is meant to ensure accuracy of the application from a functional standpoint based on the configuration analysis documents. Issue tracking and resolution will follow the Issue Management Plan established during the Assess & Define Stage.

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

STAGE 4	User Acceptance Testing																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Trainer	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Roles-Based Security Testing		A	R	C								R	R		R					
Provide User Acceptance Testing Training to power users and functional leads			A	R								C	C		C			C		
Perform System Functional Testing			I	C							A	C	R	C	R	I	I	C	I	
Integration/Interface Testing		A	R	C								C	C		C			R		
Employ Issue Management Process		R	A	R								A	R		R					
Perform Regression Testing		C	I	C								A	R		R					

Acceptance Criteria:

- City reviews and approves/signs the test plan resolution.
- All items are posted on SharePoint for review by both Tyler and the City.
- UAT Training provided to the City's Power Users
- BID System Issue Resolution
- PICS System Issue Resolution
- Concurrency System Issue Resolution
- Civil Plan / Plat System Issue Resolution
- LUZAP System Issue Resolution
- JFRD System Issue Resolution
- CTQB System Issue Resolution
- Special Events Permitting System Issue Resolution
- Zoning Management System Issue Resolution

- WIMS System Issue Resolution
- Erosion System Issue Resolution
- Engineering System Issue Resolution
- Consumers Affairs System Issue Resolution
- Global Configuration Issue Resolution
- Integrations & Interfaces (Tyler Owned) Issue Resolution
- Integrations & Interfaces (City Owned) Issue Resolution
- Integrations & Interfaces (Jointly Owned) Issue Resolution
- Forms and Reports Issue Resolution

4.4.3 User Acceptance Testing (UAT)

The City performs User Acceptance (External) Testing to verify software readiness for day-to-day business processing. Tyler utilizes developed Test Plan as well as Test Cases/Testing Scripts for users to follow to ensure proper Validation of the system. The City with support from Tyler will execute the User Acceptance Testing based on the approved Test (Quality Assurance) /Issue Management Plan from section 4.2.13.

The City will have the responsibility for conducting user acceptance testing of the entire application with Tyler's support and assistance – this will include parallel testing. The City intends to have two User Acceptance Testing scenarios where one is with power users and functional leads (Section 4.4.2), and the second is with the end users of the City.

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

STAGE 4	User Acceptance Testing																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Trainer	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide User Acceptance Testing Training to end users			A	R								C	C		C			C		
Perform User Acceptance Testing			I	C							A	C	R	C	R	I	I	C	I	
Provide User Acceptance Testing Training to end users			A	R								C	C		C		C			
Perform User Acceptance Testing with end users			I	C							A	C	C	C	C	I	R	C	I	
Parallel Testing			I	C								A	R		R	I	R			
Data Conversion & Integration Testing			I	C								A	R		R	I	R			
Integration/Interface Testing		A	R	C								C	C		C			R		
Roles-Based Security Testing		A	R	C								R	R		R					
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R		I	C		
Employ Issue Management Process		R	A	R								A	R		R					

Acceptance Criteria:

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- City reviews and approves/signs the test plan resolution.
- All items are posted on SharePoint for review by both Tyler and the City.
- UAT Training for selected end users
- BID System Issue Resolution
- PICS System Issue Resolution
- Concurrency System Issue Resolution
- Civil Plan / Plat System Issue Resolution
- LUZAP System Issue Resolution
- JFRD System Issue Resolution
- CTQB System Issue Resolution
- Special Events Permitting System Issue Resolution
- Zoning Management System Issue Resolution
- WIMS System Issue Resolution
- Erosion System Issue Resolution
- Engineering System Issue Resolution
- Consumers Affairs System Issue Resolution
- Integrations & Interfaces (Tyler Owned) Issue Resolution
- Integrations & Interfaces (City Owned) Issue Resolution
- Integrations & Interfaces (Jointly Owned) Issue Resolution
- Forms and Reports Issue Resolution

4.4.4 Performance (Load and Stress) Testing

Performance Testing involves the methodology of testing towards a realistic load for the City's environment. This includes measuring the response time of the Energov application. Moreover, it provides the ability to

obtain a baseline and an indication of how an application behaves under both normal and peak conditions. This testing is based on number of transactions (e.g., creation of records, update of records, searching, etc.) and concurrent user sessions.

Tyler will conduct Performance (Load and Stress) Testing in order to ensure the Energov application complies with the City's standards for the following:

- Reliability of application in terms of response time and numbers of users.
- Validity of application in terms of performance speed and scalability of the system.
- Behavior of application in terms of normal conditions and peak conditions.
- Stability of the application in terms of overall performance.

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

STAGE 4	User Acceptance Testing																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Trainer	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Performance Testing including Load and Stress Testing		A	R	C								C	C		C			C		
Provide performance test analytics including reports		A	R	C								C	C		C			C		
Review and Assess Report and Provide Feedback			I	C								A	R		R	I		C		
System/Hardware Configuration Adjustments and Modifications			A	C				R				C	C		C			C		
Performance Load/Stress Retest (if required)		A	R	C								C	C		C			C		

Acceptance Criteria:

- City reviews and approves/signs off on Performance Testing completion
- Performance testing completed
- Test analytics report delivered
- System performance optimal

4.4.5 Custom Training Material Documentation

Tyler will develop training material based on the City's defined and configured processes in preparation for End User Training. The documentation developed will be in coordination with the software application. Any other forms of operating procedure scripts that fall outside of the software application will be the responsibility of the City.

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

STAGE 4	Custom Training Material Documentation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop Training documentation			A	R								I	C		C					
Review and approve End User Training documentation			I	C								A	R		R	I				

Acceptance Criteria: City reviews and approves/signs on developed training documentation.

4.4.6 Post UAT Requirements Traceability Matrix Analysis

During User Acceptance Testing, the Tyler team will work with the City to review, demonstrate, or discuss the requirements that were included in the Functional Requirements Traceability Matrix that has been built out in sections 4.2.5 and 4.3.5 for validation. During this exercise, the teams will review the Requirements Traceability Matrix Analysis document for open items that would be expected to be validated post User Acceptance Testing. Once reviews and meetings have been completed, this will be the final iteration where Tyler will update the Requirements Traceability Matrix Analysis document with their findings.

STAGE 4	Pre UAT Requirements Traceability Checklist Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review & validate Functional Requirements Traceability Checklist post configuration			A	R								I	C		C					
Deliver updated Requirements Analysis Document			A	R								I	C		C	I				
Review and approval of updated Requirements Analysis Document			I	C								A	R		R	I				

Acceptance Criteria: City reviews and approves/signs on updated requirements Traceability Checklist analysis documentation.

4.4.7 End User Training / Train-the-Trainer Training

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

Execute end user training based on the training plan identified in section 4.1.7. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions.

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

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

Acceptance Criteria: End user training complete and site report delivered to the City. City approves / Signs off on site report.

4.4.8 Control Point 4: Final Testing & Training Stage Acceptance

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

Reference Deliverable 4.4.1: Cutover Planning

- Reference Deliverable 4.4.1.1: Production Cutover Checklist

Reference Deliverable 4.4.2: External System Functional Testing (Power Users)

- Reference Deliverable 4.4.2.1: Power User UAT Training
- Reference Deliverable 4.4.2.2: Issue Tracking & Resolution
- Reference Deliverable 4.4.2.3: BID System Issue Resolution
- Reference Deliverable 4.4.2.4: PICS System Issue Resolution
- Reference Deliverable 4.4.2.5: Concurrency System Issue Resolution
- Reference Deliverable 4.4.2.6: Civil Plan / Plat System Issue Resolution
- Reference Deliverable 4.4.2.7: LUZAP System Issue Resolution
- Reference Deliverable 4.4.2.8: JFRD System Issue Resolution
- Reference Deliverable 4.4.2.9: CTQB System Issue Resolution
- Reference Deliverable 4.4.2.10: Special Events Permitting System Issue Resolution
- Reference Deliverable 4.4.2.11: Zoning Management System Issue Resolution
- Reference Deliverable 4.4.2.12: WIMS System Issue Resolution
- Reference Deliverable 4.4.2.13: Erosion System Issue Resolution
- Reference Deliverable 4.4.2.14: Engineering System Issue Resolution
- Reference Deliverable 4.4.2.15: Consumers Affairs System Issue Resolution
- Reference Deliverable 4.4.2.16: Integrations & Interfaces (Tyler Owned) Issue Resolution
- Reference Deliverable 4.4.2.17: Integrations & Interfaces (City Owned) Issue Resolution
- Reference Deliverable 4.4.2.18: Integrations & Interfaces (Jointly Owned) Issue Resolution
- Reference Deliverable 4.4.2.19: Forms and Reports Issue Resolution

Reference Deliverable 4.4.3: User Acceptance Testing

- Reference Deliverable 4.4.3.1: UAT Training
- Reference Deliverable 4.4.3.2: Issue Tracking & Resolution
- Reference Deliverable 4.4.3.3: BID System Issue Resolution
- Reference Deliverable 4.4.3.4: PICS System Issue Resolution
- Reference Deliverable 4.4.3.5: Concurrency System Issue Resolution
- Reference Deliverable 4.4.3.6: Civil Plan / Plat System Issue Resolution
- Reference Deliverable 4.4.3.7: LUZAP System Issue Resolution
- Reference Deliverable 4.4.3.8: JFRD System Issue Resolution
- Reference Deliverable 4.4.3.9: CTQB System Issue Resolution
- Reference Deliverable 4.4.3.10: Special Events Permitting System Issue Resolution
- Reference Deliverable 4.4.3.11: Zoning Management System Issue Resolution
- Reference Deliverable 4.4.3.12: WIMS System Issue Resolution
- Reference Deliverable 4.4.3.13: Erosion System Issue Resolution
- Reference Deliverable 4.4.3.14: Engineering System Issue Resolution
- Reference Deliverable 4.4.3.15: Consumers Affairs System Issue Resolution
- Reference Deliverable 4.4.3.16: Integrations & Interfaces (Tyler Owned) Issue Resolution
- Reference Deliverable 4.4.3.17: Integrations & Interfaces (City Owned) Issue Resolution

- Reference Deliverable 4.4.3.18: Integrations & Interfaces (Jointly Owned) Issue Resolution
- Reference Deliverable 4.4.3.19: Forms and Reports Issue Resolution

Reference Deliverable 4.4.4: Performance (Load & Stress) Testing
- Reference Deliverable 4.4.4.1: Performance Testing Completed
- Reference Deliverable 4.4.4.2: Performance Test Analytics Report Delivered
- Reference Deliverable 4.4.4.3: System Performance Optimal

Reference Deliverable 4.4.5.1: Custom Training Material Documentation
- Reference Deliverable 4.4.5.1: City Acceptance of Custom Training Material

Reference Deliverable 4.4.6: Post UAT Requirements Traceability Checklist Analysis
- Reference Deliverable 4.4.6.1: City Acceptance of updated Requirements Traceability Checklist Analysis Document
- Reference Deliverable 4.4.6.2: Post-UAT Requirements Traceability Checklist

Reference Deliverable 4.4.7: End User Training
- Reference Deliverable 4.4.7.1: End user training complete and site report delivered to City.

4.5 Production Cutover (Stage 5)

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

4.5.1 Final Data Conversion

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract. The Tyler team members will be on-site to assist with the support effort.

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

STAGE 5	Final Data Conversion																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract of the DCT-DB			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Conduct Production import of data from DCT-DB in master EnerGov database into the production environment		A	I	C	R							I	I		I			C		

Acceptance Criteria: Final data conversion is complete and data is available in production environment. City approves / signs off on completion of conversion.

4.5.2 Production Processing & Assistance

Tyler facilitates processes identified in the Cutover Plan. Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing. Tyler team members will be on-site to assist with the support effort.- In addition, should the City elect to have multiple phases, then the weeks of go-live support can be broken out to support that structure.

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

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

Acceptance Criteria:

- System in production state
- Go-Live site reports provided to the City
- On-Site Production Assistance
- System Support & Warranty in Effect

4.5.3 Transition to Tyler Support

The objective of this stage is to define the strategy for ongoing Tyler support. Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover. Additionally, support team roles and responsibilities are identified, and methods for contacting support are defined.

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

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

Acceptance Criteria: Support SLA documentation delivered to the City

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4.5.4 Control Point 5: Production Cutover Stage Acceptance

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

Reference Deliverable 4.5.1: Final Data Conversion

- Reference Deliverable 4.5.1.1: Final data conversion(s) delivered and data is available in production environment

Reference Deliverable 4.5.2: Production Processing & Assistance

- Reference Deliverable 4.5.2.1: System in production state
- Reference Deliverable 4.5.2.2: Go-Live site reports provided to the City
- Reference Deliverable 4.5.2.3: On-Site Production Assistance
- Reference Deliverable 4.5.2.4: System Support & Warranty in Effect

Reference Deliverable 4.5.3.1: Transition to Tyler Support

Reference Deliverable 4.5.4.1: Deliver summary of post-production services report if applicable

4.6 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. This stage will occur 90 days after Production Cutover. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.6.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project. This is an opportunity for the Project managers to see what may be outstanding from a project standpoint. Dotting the I's and crossing the t's, for example, this is where we go over what items may remain on implementations responsibility or if it may be a future upgrade requirement that will fall into support's responsibility when the time comes. Tyler will also review the milestones budget with the City to show what has been completed, and what has not.

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

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

Acceptance Criteria: Acceptance of services and budget analysis and plan for changes, if needed.

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4.6.2 Organizational Change Management After Action Review

The City and Tyler will perform after action review of go-live and effectiveness of Project Implementation and Change Management strategies. During such time, a post-live audit of the Change Management effectiveness, lessons learned and desired adjustments for subsequent stages will be discussed.

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

STAGE 6	Resistance and Procedural Comm Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Change Management Team	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	City Project Sponsor(s)	City Executive Steering Committee	City Project Manager	Client Business Advisory Team Leads	Client Change Management Leads	Client Subject Matter Experts	Client Department Heads	City End Users	City Technical Advisory Leads	City Project Toolset Coordinator	City Upgrade Coordinator
Hold After Action Review Session			A	I	R							C	I	C	I					
Update Change ManagementFoundation Guide.			A	I	R							C	I	C	I					
Acceptance of Change management strategies			I	I	C							A	I	R	I					

Acceptance Criteria: Deliver results of post live audit and any update to the Change Management Foundation Guide.

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4.6.3 Control Point 6: Phase/Project Closure Stage Acceptance

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

Reference Deliverable 4.6.1: Close Phase/Project

- Reference Deliverable 4.6.1.1: Acceptance of services and budget analysis and plan for changes, if needed

Reference Deliverable 4.6.2: Organizational Change Management After Action Review

- Reference Deliverable 4.6.2.1: Deliver results of post live audit

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

If a secondary project manager is assigned to the project, their role will be to assist the primary project manager in the clerical, administrative and documentation activities. Most correspondences will occur between Tyler's primary PM and the COJ PM. Should the Tyler primary PM not be available, then the secondary PM will be able to fill this spot.

Contract Management

Validates contract compliance throughout the Project.
Ensures Deliverables meet contract requirements.
Acts as primary point of contact for all contract and invoicing questions.
Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
Analyzing and reporting actual results versus forecasted results, including budget hours.

Planning

Update and deliver Implementation Management Plan (Project Plan).
Defines project tasks and resource requirements.
Develops initial project schedule.
Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.

Implementation Management

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

Team Management

Acts as liaison between project team and Tyler manager(s).
Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
Provides direction and support to project team.
Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
Assesses team performance and adjusts as necessary.
Interfaces closely with Tyler developers to coordinate program Modification activities.
Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Senior (Architect) Implementation Consultant

Leads primary conversations to ensure best practices are followed in relation to the software application.
Architects configuration methods and guidelines to be followed by the team for the build and validate stage.
Configures EnerGov per the Configuration analysis documentation utilizing Tyler's recommended best practices
Possible bullet here
Provides support to other Tyler team members to ensure proper consistency throughout the project.
Completes tasks as assigned by the Tyler project manager(s).
Performs problem solving and troubleshooting.
Follows up on issues identified during sessions.
Documents summary of activities performed by Tyler based on a mutually agreed upon cadence.
Provides conversion Validation and error resolution assistance.
Recommends guidance for testing Forms and Reports.
Tests software functionality with the City following configuration.

Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
Provides product related education.
Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Implementation Consultant

Completes tasks as assigned by the Tyler project manager(s).
Performs problem solving and troubleshooting.
Follows up on issues identified during sessions.
Provides conversion Validation and error resolution assistance.
Recommends guidance for testing Forms and Reports.
Tests software functionality with the City following configuration.
Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
Provides product related education.
Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.6 Tyler Sales

Provide sales background information to Implementation during Project initiation.
Support Sales transition to Implementation.
Provide historical information, as needed, throughout implementation.

5.1.7 Tyler Software Support

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

5.1.8 Tyler SaaS Technicians

Provides maintenance of hosted server hardware, operating system, and Software Upgrades.

Provides IT-related services for server environment.
Provides remote technical assistance and tracks issues.
Provides systems management and disaster recovery services within hosting services.
Adds new City users; SaaS determines user names incorporating a unique client identifier and user initials.
Performs Tyler Software Upgrades through coordination with the City.

5.1.9 Tyler Reports/Forms Experts

Provides specifications for all Forms & Reports in Scope.
Reviews requirements for Peripherals and Consumables, if applicable.
Conducts review of City's form mockup sheets.
Develops final form designs.
Configures and installs Forms software and approved Forms.

5.1.10 Tyler Data Conversion Experts

Validates client data files are in proper format within the DCT-DB.
Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
Assists the City with understanding and interpreting error Reports.
Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

5.1.11 Tyler Technical Developer (Implementation Integration Consultant)

Support questions in reference to the EnerGov Toolkit and API Architecture
Support questions in reference to the EnerGov Toolkit and API methods and controllers
Guidance for methods to query data utilizing the EnerGov Toolkit and API
Guidance for methods to create data utilizing the EnerGov Toolkit and API
Guidance for methods to delete data utilizing the EnerGov Toolkit and API
Develop specifications for Tyler owned portion of integrations
Develop Tyler owned integrations

5.1.12 Tyler Subject Matter Expert

Possesses both a broad and deep understanding of the functionality within Tyler software products for his/her functional area(s).
Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations.
Provides conversion consulting and mapping assistance.
Follows up on issues identified during sessions.
Documents activities for on site services.
Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule.
Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or

which have the potential to adversely impact the success of the Project prior to taking action.

Performs gap analysis and documents non-contracted Modifications requests.

5.1.13 Tyler Trainer

Provides product related education.

Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles. The City understands the needs of the project based on the responsibilities. Therefore, the City reserves the right to be flexible and assign the appropriate resources to complete the tasks within the implementation and determine which role a resource may play.

5.2.1 City Executive Sponsor

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

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

Authorizes required Project resources.

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

Actively participates in organizational change communications.

5.2.2 City Steering Committee

Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.

Attends all scheduled steering committee meetings.

Provides support for the project team.

Assists with communicating key project messages throughout the organization.

Prioritizes the project within the organization.

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

Monitors project progress including progress towards agreed upon goals and objectives.

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

Cost

Scope

Schedule

Project Goals

City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City

project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

Contract Management

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

Planning

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

Implementation Management

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

Team Management

Acts as liaison between project team and stakeholders.
Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
Provides direction and support to project team.
Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
Assesses team performance and takes corrective action, if needed.
Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

Makes business process change decisions under time sensitive conditions.
Communicates existing business processes and procedures to Tyler consultants.
Assists in identifying business process changes that may require escalation.

Attends and contributes business process expertise for current/future state analysis sessions.
Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
Provides business process change support during Power User and End User training.
Completes performance tracking review with client project team on End User competency on trained topics.
Provides Power and End Users with dedicated time to complete required homework tasks.
Act as an ambassador/champion of change for the new process.
Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
Prepares and Validates Forms.
Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

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

5.2.5 City Power Users

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

5.2.6 City End Users

Attend all scheduled training sessions.
Become proficient in Application functions related to job duties.
Adopt and utilize changed procedures.
Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

Coordinates updates and releases with Tyler as needed.
Coordinates the copying of source databases to training/testing databases as needed for training days.
Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
Coordinates and adds new users and printers and other Peripherals as needed.
Validates all users understand log-on process and have necessary permission for all training sessions.
Coordinates Interface development for City third party Data Exchanges.
Develops or assists in creating Reports as needed.
Ensures onsite system hardware meets specifications provided by Tyler.
Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

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

5.2.9 City Project Toolset Coordinator

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

5.2.10 City Change Management Lead

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

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Balancing Report	A report that is used to ensure the correct amount of data has come across from the Legacy System into the Data Conversion Template Database.
Case Types	A process that contains the combination of a unique configuration set of custom fields, workflow steps and actions, and fees.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Configuration	Application setup of the EnerGov application that is done through the EnerGov application User Interface. Ex. Custom Field configuration, Fee Configuration, etc.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Contract Execution	This represents the time the Contract is signed by the client and has been received by Tyler.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Conversion Run - Partial	These are conversion runs that are limited to what has been configured in EnerGov at the time of the pass. This will not contain the full legacy data set. We offer this conversion runs to help answer questions or provide validation in certain areas. With partial runs, the intention is to ensure that the conversion is headed in a proper direction.
Conversion Run - Full	These are conversion runs that occur when more than ninety percent has been configured in EnerGov at the time of the pass. This will contain the full legacy data set.
Customization	Customization of software program package (application source code) to provide individual client requirements documented within the Scope of the Agreement (Contract).

Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.
Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package (application source code) to provide individual client requirements documented within the Scope of the Agreement (Contract).
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.

Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Schedule	The Project Schedule will outline the tasks to be completed by both the City and Tyler. It will include due dates, as well as City and Tyler resource assignments. The Project Schedule is a fluid document and will be maintained throughout the life of the Implementation.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	Acronym for: Responsible, Accountable, Consulted, Informed. A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement (Contract).
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement (Contract) defining Project-specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" as well as "Test Scripts" to guide the users through the testing process. Test cases are meant to be a baseline for core processes. Test scripts are meant to provide detail instructions to test business processes and functions.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.

Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

6.1.1 "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

6.1.2 "Template" transaction is defined by:

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

6.1.3 "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.
• **Field 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.).

6.1.4 "Intelligent Object (IO)" is defined by:

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

6.1.5 "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.

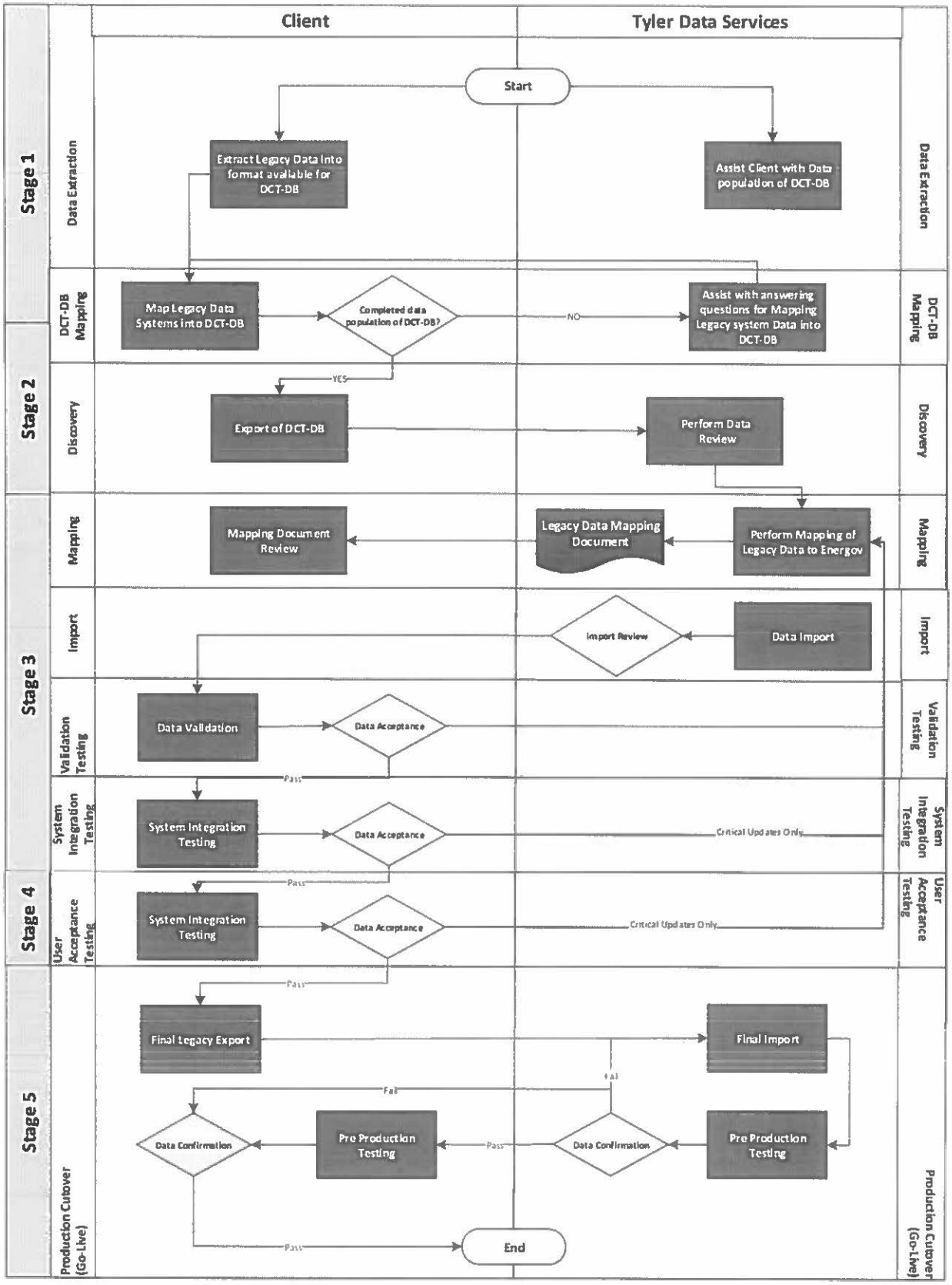
7 EnerGov Data Conversion Summary

7.1 Data Conversion Overview

7.1.1 Data Conversion Process Overview

For the purpose of this document, data conversion activities are explained in terms of "Phases". This is to clarify the order of operations as data conversion activities are defined by the contract as all occurring with in Stages 1, 2, 3,4 & 5.
The Data Conversion process is a progressive development process that is accomplished through iterative Mapping, Import, and Validation Testing (Phases 3, 4, and 5) as additional processes are configured in the system, this data is incrementally added to the data conversion mapping, scripts, and deliveries.

DCT-DB Data Conversion Process Flow With Stages Identified*



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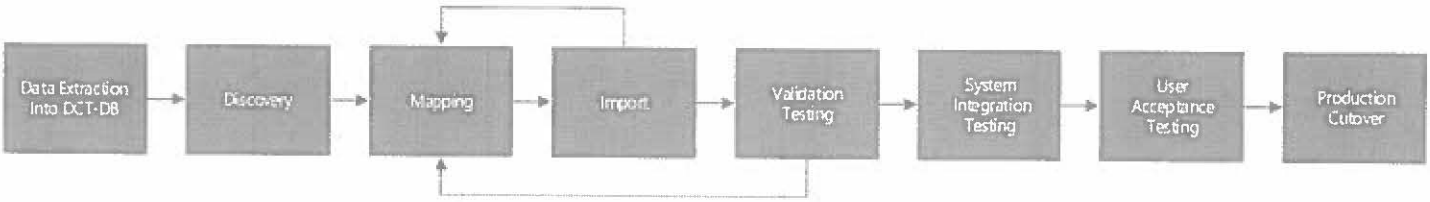
7.1.2 Data Conversion Process Flow



7.2 Data Conversion Phases

7.2.1 Phase 1 – Legacy Data population of the DCT-DB

7.2.1.1 Phase Overview

Occurs during Stages 1 and 2 of the Implementation.
Data from the legacy systems will be populated into the Tyler Template Database (DCT-DB) and delivered to Tyler to be reviewed. In most cases the Client DBA is able to conduct the extraction, however, they may require assistance from the EnerGov Data Conversion Team.

7.2.1.2 Description of activities (Tyler / Client)

- Pro-active collaboration between Tyler and Client to ensure proper population of the DCT-DB
- Iteratively update legacy data to improve quality (e.g. close permits showing "open", etc.) (Client)
- Population of DCT-DB by the client
- Development of SQL scripts to populate the Data Conversion Template (DCT) - Client
    - Using the list provided, list of legacy record types and their associated EnerGov modules, the City's Conversion developer will write the necessary scripts to populate the appropriate EnerGov Data Conversion Template (DCT) tables with the legacy records.

7.2.1.3 List of associated deliverables and artifacts

Deliverables

- Populated Data Conversion Template Database - Client

Artifacts

- N/A

7.2.2 Phase 2 – Discovery

7.2.2.1 Phase Overview

Occurs During Stage 2 Section 4.3.8 of the Implementation.
The DCT-DB data is evaluated for structure, quality, and completeness by Tyler Resources.

7.2.2.2 Description of activities (Tyler / Client)

Evaluation of data structure, quality, and completeness - Client

- Meetings with client data team
- Discussion with SMEs (as needed)

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- Identification of Record Type by Module (e.g. Permit, Plan, Code Case, Business License)

7.2.2.3 List of associated deliverables and artifacts

Deliverables

- Exception Report – Tyler

Artifacts

- Screen Shots from legacy system (If Applicable)
- List of legacy record types identified by module (e.g. Permit, Plan, Code Case, Business License)

7.2.3 Phase 3 – Mapping

7.2.3.1 Phase Overview

Occurs During Stage 3 section 4.4.2 of the implementation.
Mapping of legacy data occurs as a 2-step process.

1. SQL Scripts are developed to move Legacy Data to the Tyler Data Conversion Template (DCT)
2. The Data in the DCT is mapped via the Legacy Data Mapping Document (Excel Workbook) to the appropriate custom fields created during the EnerGov configuration.

7.2.3.2 Description of activities (Tyler / Client)

7.2.3.2.1 Development of Mapping from the DCT to the fields in the EnerGov configuration

Using the Legacy Data Mapping Document, the Tyler Conversion Development resource will collaborate with the client's resources to pair the legacy fields with their corresponding EnerGov fields. This mapping will be elaborated iteratively through feedback from Validation Testing.

Note: Please see Appendix A (Section 7.3) – Conversion Detail Review for additional information regarding mapping

7.2.3.3 List of associated deliverables and artifacts

Deliverables

- Legacy Data Mapping Document (Excel Workbook) – Tyler/Client

Artifacts

- Legacy Data Mapping Document (Excel Workbook) – Tyler/Client

7.2.4 Phase 4 – Import

7.2.4.1 Phase Overview

Occurs During Stage 3 Section 4.4.2 of the implementation.
The Tyler Data Services team creates the program to begin populating the EnerGov database with legacy data based on the mapping created in Phase 3.

7.2.4.2 Description of activities (Tyler / Client)

7.2.4.2.1 Conversion Program Development

The Tyler Data Conversion developer will develop the necessary SQL scripts to migrate the legacy data from the DCT into the EnerGov Database.

7.2.4.2.2 Conversion Program execution and deployment of converted data into Data Conversion Validation Testing environment

Upon completion of development the Tyler Data Conversion resource will execute the conversion scripts to migrate the legacy data into a backup of the configured EnerGov database provided by the implementation team. This database will then be provided back to the implementation team to be deployed into the Data Conversion Validation Testing Environment [1](TRAIN).

7.2.4.3 List of associated deliverables and artifacts

7.2.4.3.1 Deliverables

- Data Pass – a run of the Data Conversion

7.2.4.3.2 Artifacts

- Post-conversion process spreadsheet – Exceptions or Issues found after the conversion has been run.
- Conversion Financial Statistics Excel Document – This document displays 2 things. The first is a summary of all of the case type records that have been converted and their counts. The second is a detailed page of all of the records with the dollars that have been invoiced for that record.
- **Note: The Client will go thru this first Conversion pass with discussion with Tyler Data Conversion Lead and the Client's Technical Lead. Additional process changes may be needed.**

7.2.5 Phase 5 – Validation Testing

7.2.5.1 Phase Overview

Occurs during Stage 3 section 4.4.2 of the implementation.
Testing of converted data by comparison to the outputs of the legacy system

7.2.5.2 Description of activities (Tyler / Client)

7.2.5.2.1 Comparison of EnerGov Data to Legacy Data (Client)

Validation testing is accomplished by means of direct record comparison between the legacy system (Client Legacy Data Source) and EnerGov. This is a manual verification that records in EnerGov contain the same data as the legacy records (Client Legacy Data Source).

7.2.5.2.2 Reporting of Data Variances via SharePoint Data Conversion Tracker (Client)

Issues identified within the converted data are reported to data conversion by means of the Data Conversion Validation Tracker on the project SharePoint Site.

[1] The Data Conversion process requires a "snap shot in time" backup of the configuration database which is in constant flux between active configuration and updates from Configuration Validation Testing, this requires that Validation Testing of converted data be done in an isolated environment (Test or Train environments that are available to the City) until such a time that configuration and issue resolution are "frozen" leading into System Integration Testing.

7.2.5.2.3 Updates to mapping document to resolve variances (Client/ Tyler)

In response to the issues reported, the process will iterate back to Phase 3 where mapping will be updated and verified through collaboration with the client resources to resolve the issue.

7.2.5.2.4 Delivery of updated Conversion Pass(es) (Tyler)

After mapping is updated, the iteration will continue to phase 4 where any necessary adjustments will be made to the SQL scripts, which will then be executed, and an updated Data "Pass" created and deployed into the Data Conversion Validation Testing environment (TRAIN)

7.2.5.2.5 Verification of issue resolution (Client)

As the end point for each iteration (Map, Develop, Test), the updated Data Conversion "Pass" will be re-tested, any resolved issues will be indicated as such, and any new issues logged appropriately in the Data Conversion Validation Tracker on the project SharePoint site.

7.2.5.3 List of associated deliverables and artifacts

7.2.5.3.1 Deliverables

- Updated Legacy DCT-DB and mapping
- Updated Data Passes (as necessary)

7.2.5.3.2 Artifacts

- Data Conversion Validation Tracker (SharePoint) - Updated
- Legacy Data Mapping Document - Updated

7.2.6 Phase 6 – System Integration Testing

7.2.6.1 Phase Overview

Occurs during Stage 3 section 4.4.9 & Stage 4 4.5.2 of the implementation.
Converted data is tested in concert with the full system (configuration, reports, integrations, automations, etc.) functionality by SMEs to identify and resolve issues. Testing of integrated system components and processes to be completed in accordance with the Client Project Test Plan. Tyler and the Client will work collaboratively to complete System Integration Testing. Testing by Tyler will be done using the specification documents. Tyler will provide the Client with the checkbox criteria used for verification. Expansion on the specification documents and checkbox criteria will be filled out by the Client.

7.2.6.2 Description of activities (Tyler / Client)

7.2.6.2.1 Testing of Converted data along with full system functionality (Tyler/Client)

This test series is in concert with configuration testing to support full system testing.

7.2.6.2.2 Reporting of Data Variances via SharePoint Data Conversion Tracker (Tyler/Client)

Data variances will be documented in the Data Conversion Tracker on the project SharePoint site

7.2.6.2.3 Updates to mapping document to resolve variances (Tyler/Client)

In response to the issues reported, the process will iterate back to Phase 3 where mapping will be updated and verified through collaboration with the client resources to resolve the issue.

7.2.6.2.4 Delivery of updated Conversion Pass(es) as necessary (Tyler)

After mapping is updated, the iteration will continue to phase 4 where any necessary adjustments will be made to the SQL scripts, which will then be executed, and an updated Data "Pass" created and deployed into the System Integration Testing environment (Prod)

7.2.6.2.5 Verification of issue resolution (Client)

After updated databases have been re-deployed the reported issues will be verified as resolved and closed appropriately.

7.2.6.3 List of associated deliverables and artifacts

7.2.6.3.1 Deliverables

- Updated Data Passes (as necessary)

7.2.6.3.2 Artifacts

- Updated Data Conversion Tracker (SharePoint)
- Legacy Data Mapping Document - Updated

7.2.7 Phase 7 – User Acceptance Testing

7.2.7.1 Phase Overview

Converted data is tested in concert with the full system (configuration, reports, integrations, automations, etc.) functionality by expanded user group to identify and resolve issues. User Acceptance Testing of integrated system components and processes to be completed in accordance with the Client Project Test Plan.

7.2.7.2 Description of activities (Tyler / Client)

7.2.7.2.1 Testing of Converted data along with full system functionality (Client)

This test series is in concert with configuration testing to support full system testing.
Note: UAT is testing by the Client. Tyler will provide our internal test, functional, and sample scripts that can be expanded upon by the Client for any scenario or use-case based scripts.

7.2.7.2.2 Reporting of Data Variances via SharePoint Data Conversion Tracker (Client)

Data variances will be documented in the Data Conversion UAT Tracker on the project SharePoint site

7.2.7.2.3 Updates to mapping document to resolve variances (Client/ Tyler)

In response to the issues reported, the process will iterate back to Phase 3 where mapping will be updated and verified through collaboration with the client resources to resolve the issue.

7.2.7.2.4 Delivery of updated Conversion Pass(es) as necessary (Tyler)

After mapping is updated, the iteration will continue to phase 4 where any necessary adjustments will be made to the SQL scripts, which will then be executed, and an updated Data "Pass" created and deployed into the User Acceptance Testing environment (Prod)

7.2.7.2.5 Verification of issue resolution (Client)

After updated databases have been re-deployed the reported issues will be verified as resolved and closed appropriately.

7.2.7.3 List of associated deliverables and artifacts

7.2.7.3.1 Deliverables

- Updated Data Passes (as necessary)

7.2.7.3.2 Artifacts

- Data Conversion Tracker (SharePoint) - Fully resolved
- Legacy Data Mapping Document - Final

7.2.8 Phase 8 – Production Cutover (Go-Live)

7.2.8.1 Phase Overview

This occurs during Stage 5 Section 4.6.1 of the implementation.
The final export of legacy data is converted and merged with the EnerGov configuration in preparation for Production cutover (Go-Live), which will include a task to track any delta updates or changes after the expected data legacy freeze in all related systems. During this process, any new records, or modifications to existing records in the legacy system will be excluded from the data conversion process. The client team is responsible to determine an appropriate course of action to support the business for the duration of production cutover. Once the cutover process is complete, records will need to be manually created and/or updated in EnerGov.

7.2.8.2 Description of activities (Tyler / Client)

7.2.8.2.1 Final export of legacy data provided to Tyler via Kiteworks (Client)

After the Legacy system cut-off, the client will provide a final backup of the legacy system (Client Legacy Data Source) including all records to be converted into the EnerGov System.

7.2.8.2.2 Final export of legacy data is converted to populate DCT (Client)

The conversion programs developed in Phase 3 are executed against the final database to populate the final DCT.

7.2.8.2.3 Final DCT is converted to populate final EnerGov Database (Tyler)

The conversion programs developed in Phase 3 are executed against the final DCT to populate the final EnerGov database.

7.2.8.2.4 Final data pass is imported into the production environment (Tyler)

The Final EnerGov Database is merged with the final system configuration and deployed into the Production environment.

7.2.8.2.5 Final import is verified (Tyler/ Client)

Prior to the formal production cutover the final import of data is verified as a part of pre-cutover testing by both the Tyler Implementation team and the Client Project team.

7.2.8.3 List of associated deliverables and artifacts

7.2.8.3.1 Deliverables

- Final EnerGov Database

7.2.8.3.2 Artifacts

- N/A

7.2.9 Data Conversion Artifacts Index

7.2.9.1 Legacy Data Mapping Document (Excel Workbook)

Description of artifact

Workbook lists EnerGov data fields by case type and provides drop-down selection boxes to identify the correlated Legacy data fields. This workbook is used to develop the SQL Program to convert data from the DCT template to the EnerGov database.

Format

MS Excel Workbook

Content

Legacy data field and EnerGov Data Field Mappings

7.2.9.2 Data Conversion Tracker

Description of artifact

List hosted in SharePoint

Format

SharePoint List

Content

- ID
  - Assigned by the system
- Attachments
  - Attached files to assist with investigation and resolution of issue
  - Common attachments
    - Reports, documents, etc. illustrating issue
    - Screen shots illustrating issue
    - Email chains discussing issue
- Posted By
  - SME Posting the issue
- Reported By
  - Resource identifying the issue
- Assigned To
  - Resource/ Party needing to take action
- Status
  - Fixed in next import
    - Issue is resolved awaiting delivery
  - In Review (Tyler)
    - Tyler resources investigating issue
  - On Hold
    - Issue is not being worked on currently
  - Pending Response (Client)
    - Clarification needed from Client Resources – Details in Correspondence
    - Information provided by Tyler - Details in Correspondence
  - Pending Response (Tyler)
    - Clarification needed form Tyler – Details in Correspondence

        - Information provided by Client - Details in Correspondence
    - Resolved - Verify Fix
        - Issue has been resolved and is available for verification
    - Submitted to R&D
        - Issue requires additional assistance from development for resolution
    - Verified/Closed
        - Issue has been resolved by Tyler and verified by Client and found to be resolved.
- Item Title
    - Short reference for issue
- Item Description
    - Full description of issue
- Date Reported
    - Date issue is created in SharePoint
- Correspondence
    - Documented discussion of issue
- Resolved Date
    - Date issue is resolved by Tyler
- Closed Date
    - Date Issue is verified and closed by Client
- Verified By
    - Client Resource verifying resolution of the issue

7.3 Appendix A – Conversion Detail Review

The below articles reference information that will be used to populate the EnerGov system from a populated DCT. The bullet point reflect the areas where it will show up in the EnerGov system.
These areas have been determine to house the data for most of clients and usage from most legacy systems.

7.3.1 Permit Information

- All permit attribute information for all permit types in Client Legacy Data Source
  - Client Legacy Data Source Permit Types will be mapped into EnerGov Permit types as configured
- Land/parcel records including address
  - A snapshot of the land and parcel information at the time the permit was issued needs to be maintained in EnerGov (not GIS) as custom fields and linked to the permit/plan/case/project, etc. This includes address, ownership, holds, flags, etc.
- Fee and payment records
- Permit holds/flags
- Permit approvals, reviews, activities
  - This data will be bought over as an Activity or note/custom field not as submittals.
    - How does this affect Reporting?
      - Reports that are required for this would need to be custom to include the historical and new data.
- Professional records
  - Contacts on the record (architect, contractor, etc.) will be included in the conversion
- Permit conditions
  - This data will be bought over as an Activity or note/custom field
  - Some conditions are parcel related not permit related
    - Tyler is to investigate and provide further guidance
- Structure/Establishment data
  - Licensing and permitting attributed to businesses and buildings
    - Tyler to Investigate whether this is information is to be associated to the EnerGov Licensing module and provide further guidance.
- Projects
- Inspection information and history
  - All inspection records and the child of those records will be imported. The life statues of the records are not converted. Historical log information from Client Legacy Data Source can be converted into EnerGov as either historical data or as notes (this is source format dependent), however the conversion team does not process any calculations on historical records to populate data.
- Code enforcement information and history
  - All inspection records and the child of those records will be imported. The life statues of the records are not converted. Historical log information from Client Legacy Data Source can be converted into EnerGov as either historical data or as notes (this is source format dependent), however the conversion team does not process any calculations on historical records to populate data.
- Related documents
  - Attachments that are related to a module record in EnerGov will be imported
    (Note: In Client Legacy Data Source, related documents are bookmarks. Actual documents may reside in AX or on a network share drive. The project team will need to determine how data conversion will be done for related documents)
- Certificate of Occupancy

- This will be a permit type in EnerGov, it will be converted if the configuration is available

7.3.2 Land (Historical) Information

Parcel data for conversion is limited to the parcel number which will be imported into the Parcel manager table and related module records (Permit, Plan, Code, etc.). When a parcel is opened in EnerGov and saved the parcel data is overwritten in the Parcel Manager tables.
Historical Parcel data can be brought into EnerGov as custom fields. It's recommended that these Historical custom fields reside on their own tab in the Custom Field Layout to prevent confusion with current information. This historical parcel data may include:

- All parcel attribute data
- Address
- Parcel genealogy Additional clarification and conversations are still needed to understand how genealogy will be represented, how conditions are inherited to a parcel that does not have a permit associated to it, etc.
- Subdivision Master
- Structure/Establishment data
- Related documents
- Zoning (history)
- Owner History
- Land Use
- Geo Codes

Parcel Holds/ Flags will be converted into EnerGov appropriately

7.3.3 Inspection Information

- All inspection attribute data
- Request for Service (RFS) data
  - Client to clarify if this is the same as Code Case Related Data
- Permit data
- Inspector data
- Inspection correction codes
  - Client to confirm these codes are necessary, if so, they will require a custom field
- Inspection discipline data
  - Client to confirm these codes are necessary, if so, they will require a custom field

7.3.4 Zoning (Historical) Information

For historical records in the Permit, Plans, and Code Modules, all record data that applies to the zoning will be converted. The Records historical status(es)/ changes will not.
Data to be converted includes:

- All zoning attribute data
- Ordinance
  - Client to follow up with Planning Dept. concerning this information.
  - If required legacy information may reside in custom fields, however, the intent is for future information to reside in GIS
- Detailed Land Use codes
  - Client to follow up with Planning Dept. concerning this information.
  - If required legacy information may reside in custom fields, however, the intent is for future information to reside in GIS

7.3.5 Permit Fee Information

Fee information to be converted includes:

- Associated Permit
  - Client Legacy Data Source Permit Types will be mapped into EnerGov Permit types as configured
- Payment attributes
  - Attributes include:
    - Date of payment
    - Payment type (check/cash/card)
    - Etc.
- Fee Calculation data
  - Fee records will be converted as populated in the legacy database (the conversion team does not process any calculations on historical records to populate data).

7.3.6 Violation Information

- All violation attribute information
- Problem codes
  - Client to confirm these codes are necessary, if so, they will require a custom field
- Problem service data
  - Client to confirm these codes are necessary, if so, they will require a custom field
- Related documents
- Inspections
- Fee and fine history
- Hearings
- Violation data
- Request for Service (RFS)
  - Client to clarify if this is the same as Code Case Related Data

7.3.7 Custom Fields

- A legacy tab for all custom field information will be created. There will be an activity that takes place to map out where Client Legacy Data Source data will be stored.
- Per Tyler, part of both discovery and mapping process as configuration is completed for the "to be" processes, gaps are identified as part of validation testing process and the unidentified legacy fields are added to the legacy tab (as needed)

7.3.8 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings

- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

7.3.9 Business Management

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

7.3.10 Community Development: Code Cases

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

- Notes

- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

7.3.11 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

8 Appendix B: Change Request Plan

CHANGE REQUEST PLAN

During the course of implementing Tyler products, conditions may change from those originally planned and unforeseen circumstances may arise that necessitate a change to the original project contract or scope. The Change Request Plan outlines the process for responding to any changes arising during a project implementation and documents the necessary information to effectively manage change from project inception through project close.
Any removal of requirements or deliverables will result in a zero-dollar change request to align implementation expectations.

Change Defined

Change is any deviation from the contracted scope. Change is inherent in every project, and every effort is made to minimize the impact of change. When encountering changes to a project, consider the following:

- Changes that impact cost, scope, schedule, resources, risk, or quality
- Changes can have either a positive or negative impact on the project

REQUEST AND APPROVE CHANGE

1. The client and Tyler Project Managers review the proposed change and evaluate the impact to the project

2. Upon agreement to move forward with the proposed change, the Tyler Project Manager drafts a change order and submits to Tyler Change Review Board

3. Tyler Change Review Board reviews requested change

4. Upon approval of change order, Tyler Project Manager delivers signed change order to client Project Manager

5. Client approves and signs change order and returns to Tyler Project Manager

6. Tyler Project Manager updates project schedule to account for approved change

SAMPLE CHANGE ORDER

Client: [NAME, CONTRACT NO.]

Requested by: [NAME] **Date:** [DATE]

Client Project Manager: [NAME] **Tyler Project Manager:** [NAME]

Empowering people who serve the public tyler technologies

Expiration Date: [DATE] **Change Req. Number:** [PSA REQ #]

PROPOSED CHANGE

Change Description

IMPACT OF CHANGE

Schedule				
Task	**Original Start Date**	**Original Finish Date**	**Proposed Start Date**	**Proposed Finish Date**

Cost				
Task	**Estimated Hours**	**Rate / hr**	**Total**	**Task Category**
<<Name (first and last) – Title / Role>>				
Total			**$0**	

ACCEPTANCE

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

Date	Title	Approved by	Signature

[illegible]			[illegible]					
[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$	
[illegible]	2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$	
[illegible]	2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$	
[illegible]	3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Exhibit B
Deliverables/Payment Schedule

SaaS Fee Invoicing for 1st Eight Years

SaaS Payment Schedule (quarterly payment, if and as applicable, in parentheses)
Year 1 - $637,330 ($159,332.50)
Year 2 - $809,057 ($202,264.25)
Year 3 - $972,171 ($218,042.75)
Year 4 - $1,008,454 ($252,113.50)
Year 5 - $1,014,628 ($253,657)
Year 6 - $1,053,872 ($263,468)
Year 7 - $1,094,684($273,671)
Year 8 - $1,137,130 ($284,282.50)

If CONTRACTOR has not fully performed all of the Implementation Services prior to the end of Year 2, the SaaS Fee for Year 3, and for any subsequent year thereafter in which CONTRACTOR has not fully performed the Implementation Services, CITY will continue to pay SaaS Fees on a quarterly basis. Nothing in the preceding sentence shall affect or limit any other rights or remedies that CITY may have under the Contract.

4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.2 PCS Prototype Development	PCS Prototype Development	$ 35,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.3 Community Prototype Development	Community Prototype Development	$ 35,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.4 [illegible] Prototype Development	[illegible] Prototype Development	$ [illegible]		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.5 LUZAP Prototype Development	LUZAP Prototype Development	$ 25,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.6 PRS Prototype Development	PRS Prototype Development	$ 25,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.7 LSCP Prototype Development	LSCP Prototype Development	$ 20,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.8 Special Events Prototype Development	Special Events Prototype Development	$ 20,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.9 Parking [illegible] Prototype Development	Parking [illegible] Prototype Development	$ [illegible]		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.10 WMS Prototype Development	WMS Prototype Development	$ 20,000.00		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.11 Lessor Prototype Development	Lessor Prototype Development	$ [illegible]		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.12 Engineering Plan Review Prototype Development	Engineering Plan Review Prototype Development	$ [illegible]		
4.2	7	[illegible]	Prototype Development	4.2.7 Prototype Development	4.2.7.13 Consumer Affairs Prototype Development	Consumer Affairs Prototype Development	$ [illegible]		
			End of Phase 2 – Stage 2 [illegible]				$ [illegible]	$ [illegible]	$ [illegible]
4.2	8	[illegible]	Data Conversion Planning & Mapping	4.2.8 Data Conversion Planning & Mapping	4.2.8.1 Data Conversion Plan	Data Conversion Plan			
4.2	8	[illegible]	Data Conversion Planning & Mapping	4.2.8 Data Conversion Planning & Mapping	4.2.8.2 DCT-BD Analysis Document	DCT-BD Analysis Document			
4.2	8	[illegible]	Data Conversion Planning & Mapping	4.2.8 Data Conversion Planning & Mapping	4.2.8.3 Data Conversion Summary	Data Conversion Summary	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.1 City's CAM	City's CAM	$ 25,000.00		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.2 Official Payments	Official Payments	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.3 Bookkeeping	Bookkeeping	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.4 Tax Collector POS (TaxTalk)	Tax Collector POS (TaxTalk)	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.5 City's Financial System (Banner 8.x)	City's Financial System (Banner 8.x)	$ 15,000.00		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.6 IVR	IVR	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.7 [illegible]	[illegible]	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.8 Property Appraiser Export	Property Appraiser Export	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.9 City's Enterprise [illegible] (Kronos)	City's Enterprise [illegible] (Kronos)	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.10 Legacy Cad Plan/Plat	Legacy Cad Plan/Plat	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.11 Street & Property Master	Street & Property Master	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.12 Tax Lien System	Tax Lien System	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.13 Collection Agency	Collection Agency	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.14 [illegible]	[illegible]	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.15 [illegible]	[illegible]	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.16 Property Appraiser	Property Appraiser	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.17 City's [illegible] System	City's [illegible] System	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.18 Oracle [illegible] Database	Oracle [illegible] Database	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.19 Copy Center SharePoint Site	Copy Center SharePoint Site	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.20 Solid Waste [illegible] Interface	Solid Waste [illegible] Interface	$ [illegible]		
4.2	9	[illegible]	Integrations & Interfaces Planning and Specifications	4.2.9 Integrations & Interfaces Planning and Specifications	4.2.9.21 [illegible]	[illegible]	$ [illegible]		
4.2	10	[illegible]	[illegible]	4.2.10 [illegible]	[illegible]	[illegible]			
4.2	11	[illegible]	Online Portal Specification	4.2.11 Online Portal Specification	4.2.11.1 Online Portal Specification Document	Online Portal Specification Document	$ [illegible]		
4.2	12	[illegible]	Forms & Reports Planning	4.2.12 Forms & Reports Planning	4.2.12.1 Forms and Reports Specification Documents	Forms and Reports Specification Documents	$ [illegible]		
4.2	13	[illegible]	[illegible] Management Plan	4.2.13 [illegible] Management Plan	4.2.13.1 [illegible] Management Plan	[illegible]	$ [illegible]		
4.2	14	[illegible]	System Sign-off [illegible]	4.2.14 System Sign-off [illegible]	4.2.14.1 [illegible]	[illegible]			
4.2	15	[illegible]	System Sign-off [illegible]	4.2.15 System Sign-off [illegible]	4.2.15.1 [illegible] by City [illegible]	[illegible] by City [illegible]	$		
4.2	16	[illegible]	[illegible] Schedule	4.2.16 [illegible] Schedule	4.2.16.1 [illegible] to City	[illegible] to City	$ [illegible]		
4.2	11	[illegible]	End of Phase 2 – Stage 2 [illegible]				$ [illegible]	$ [illegible]	$ [illegible]
4.3			[illegible]						
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.1 [illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	[illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	$ [illegible]		
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.2 [illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	[illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	$ [illegible]		
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.3 [illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	[illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	$ [illegible]		
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.4 [illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	[illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	$ [illegible]		
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.5 [illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	[illegible]% of configuration based on total count of Business processes [illegible] during Stage 3	$ [illegible]		
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.6 Complete onsite Configuration testing	Complete onsite Configuration testing	$ [illegible]		
4.3	1	[illegible]	Configuration, Internal (Unit) Testing, Power User Testing	4.3.1 Configuration, Internal (Unit) Testing, Power User Testing	4.3.1.7 [illegible]	[illegible]	$ [illegible]		
4.3	2	[illegible]	Data Conversion and Validation	4.3.2 Data Conversion and Validation	4.3.2.1 Initial Error Log	Initial Error Log			
4.3	2	[illegible]	Data Conversion and Validation	4.3.2 Data Conversion and Validation	4.3.2.2 Data Conversion Mapping Document	Data Conversion Mapping Document	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.1 City's CAM	City's CAM	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.2 Bookkeeping	Bookkeeping	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.3 City's Financial System (Banner 8.x)	City's Financial System (Banner 8.x)	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.4 IVA	IVA	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.5 Property Appraiser Export	Property Appraiser Export	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.6 [illegible]	[illegible]	$		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.7 [illegible]	[illegible]	$		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.8 Legacy Cad Plan/Plat	Legacy Cad Plan/Plat	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.9 Tax Lien System	Tax Lien System	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.10 Collection Agency	Collection Agency	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.11 City's Financial System	City's Financial System	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.12 Copy Center SharePoint Site	Copy Center SharePoint Site	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (Tyler Owned)	4.3.3.13 Solid Waste [illegible] Interface	Solid Waste [illegible] Interface	$ [illegible]		
4.3	3	[illegible]	Integrations & Interfaces and API Support for 3rd Party (City Owned)	4.3.3 Integrations & Interfaces and API Support for 3rd Party (City Owned)	4.3.3.14 [illegible]	[illegible]	$ [illegible]		

4.5	3	4.5.2.3	Production Processing & Assistance	4.5.2 Production Processing & Assistance	4.5.2.3 On-Site Production Assistance	On-Site Production Assistance			
4.5	7	4.5.2.4	Production Processing & Assistance	4.5.2 Production Processing & Assistance	4.5.2.4 System Support & Warranty Work	System Support & Warranty Work			
4.5	3	4.5.3.1	Incentive to Pilot Support	4.5.3 Incentive to Pilot Support	4.5.3.1 Incentive to Pilot Support	Incentive to Pilot Support	$		
4.5	4	4.5.4.1	Schedule Post Production Services, if Applicable	4.5.4 Schedule Post Production Services, if Applicable	4.5.4.1 Brief summary of post production services report if applicable	Brief summary of post production services report if applicable	$		
4.5	1	4.5.5.1	Final Pilot Payment				$ 112,004.29	$ 12,444.29	$ 112,004.29
4.6			Close Project						
4.6	1	4.6.1.1	Close Project	4.6.1 Close Project	4.6.1.1 Acceptance of services and design analysis and process changes, if needed	Acceptance of services and design analysis and process changes, if needed	$		
4.6	2	4.6.2.1	Organizational Change Management After Action Review	4.6.2 Organizational Change Management After Action Review	4.6.2.1 Brief results of post live audit and lessons learned to the Executive Playbook	Brief results of post live audit and lessons learned to the Executive Playbook	$ 13,000.00		
4.6	1	4.6.3.1	Closed Project Payment				$ 13,000.00	$ 1,300.00	$ 13,000.00

Grand Total $ 34,351,000.00

Exhibit C
Investment Summary

Quoted By:	Garth Magness
Date:	8/20/2020
Quote Expiration:	9/30/2020
Quote Name:	City of Jacksonville-LCID-PLM-LRM
Quote Number:	2018-58419-7
Quote Description:	EnerGov SaaS - Site License_Revised

Sales Quotation For
City of Jacksonville
117 W Duval St Fl MESS
Jacksonville, FL 32202-3737
Phone +1 (904) 630-2489

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
Premium Hosting	$4,167.00	1	$49,999.00
EnerGov Community Development & Business Management Suite (Site License)	$61,911.00	1	$742,931.00
iG Workforce Mobile Apps (Site License)	$0.00	1	$0.00
Socrata Citizen Connect	$0.00	1	$0.00
Extensions:			
EnerGov Adv Server Extensions Bundle	$725.00	Site License	$8,700.00
EnerGov Citizen Self Service - Community Development	$2,083.00	Site License	$25,000.00
EnerGov Community Development SDK	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$0.00	1	$0.00
EnerGov My GovPay	$0.00	1	$0.00
EnerGov Report Toolkit	$0.00	1	$0.00
EnerGov Standard Technical Support	$0.00	1	$0.00
EnerGov VirtualPay	$0.00	1	$0.00
Tyler GIS	$0.00	1	$0.00
Sub-Total:			$841,630.00
Less Discount:			*$3,000.00*
TOTAL:			**$838,630.00**

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Custom Report Development (10 pack)	7	$30,000.00	$210,000.00	$0.00
Dynamic Reports Modifications (20 pack)	2	$10,000.00	$20,000.00	$0.00
Implementation Consultant Services & On-Site Production Support(184 Trips)		$1,858,400.00	$1,858,400.00	$0.00
Interface Technical Services (92 Trips)		$1,076,400.00	$1,076,400.00	$0.00
Project Management (16 Trips)		$393,230.00	$393,230.00	$0.00
Data Conversion Services (8 Trips)		$154,600.00	$154,600.00	$0.00
On-Site Training Services (24 Trips)		$208,800.00	$208,800.00	$0.00
On-Site Fundamentals Review (2 Trips)		$14,000.00	$14,000.00	$0.00
Change Management Services		$14,000.00	$14,000.00	$0.00
Requirements Traceability Matrix		$131,250.00	$131,250.00	$0.00
Customized User Training Manuals		$52,500.00	$52,500.00	$0.00
Customized Test Scripts		$52,500.00	$52,500.00	$0.00
Testing Plan (CT11)		$16,800.00	$16,800.00	$0.00
Letters and Forms Development (20 pack)	2	$25,000.00	$50,000.00	$0.00
TOTAL:			$4,252,480.00	$0.00

Cost Summary	Recurring Fees (Years 1-5)
Total SaaS Fees / Payment Schedule	Year 1 - $837,330.00 Year 2 - $809,057.00 Year 3 - $972,171.00 Year 4 - $1,008,454.00 Year 5 - $1,014,628.00
Total Tyler Services	$4,252,480.00
Contract Total	**$8,694,120.00**

Recurring Fees (Years 6-8)*

Year 6 - $1,053,872.00
Year 7 - $1,094,884.00
Year 8 - $1,137,130.00

*Renewal Years

Comments

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users. Further pricing detail is available by contacting Bluebeam at https://www.bluebeam.com/solutions/studio-prime

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 3 TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $3,000 per TB.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler's EnerGov Community Development Suite, EnerGov Business Management Suite & iG Workforce Apps are provided on a "Site License" basis, including unlimited user access for all departments pursuant to the requirements, processes, and scope specified in the Contract.

CONFIDENTIAL

Exhibit D
General Terms and Conditions of Agreement

5.3. SECTION 3 – GENERAL TERMS AND CONDITIONS OF AGREEMENT

The general terms and conditions contained in this Exhibit D shall apply to each Party with respect to the Scope of Services (as defined in Section 1.2 of this RFP).

3.1 Provision of Services

Contractor shall provide City with all of the services and deliverables described in this Contract. If any services, functions or responsibilities are not specifically described in this Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein

3.2 Relationship of the Parties

In performance of the Services, Contractor shall be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venture or associate of City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3 City's Right to Make Changes

City may request, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract and any such changes are mutually agreed to in writing by the parties. The parties shall mutually agree upon an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. The parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4 Implementation Services and SaaS System Warranties

Contractor warrants that the Implementation Services shall be performed and delivered in a professional, workmanlike manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the initial five year term of the Contract and all extensions or renewals thereof: (i) promptly making any reasonable and necessary revisions or corrections to correct any Defects in the Tyler Software (as defined in Contractor's Software as a Service Terms attached to this Contract as Exhibit E) in accordance with this Contract and resolve any errors or omissions on the part of Contractor in performing Implementation Services that do not conform to the warranty for Implementation Services in the first sentence of this section; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve Contractor of these responsibilities.

Contractor warrants that for the initial five (5) year term of the Contract, the SaaS Services shall meet the requirements contained in Exhibits F and G of the Contract. For so long as City subscribes to Contractor's SaaS Services, Contractor shall provide the warranty provided in Section 5 of Exhibit E to this Contract.

The warranties and covenants in this paragraph will extend to all subcontractors, if any.

EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO CITY.

3.5 Limitation of Liability

Notwithstanding any other provision herein to the contrary and to the extent permitted by Florida law, neither City nor Contractor shall be liable for any speculative or unforeseeable damages or for any incidental, indirect, special, consequential or punitive damages or lost savings under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort including negligence, strict liability or otherwise, arising out of or related to City's or Contractor's acts or omissions. Notwithstanding any other provision herein to the contrary and to the extent permitted by Florida law, for all direct damages arising out of or related to the Contract, Contractor's cumulative liability for such direct damages under the Contract will be limited to an amount not to exceed (a) for claims arising during the initial term, one and one half times the total fees payable during the initial five year term for the Services, or (b) for claims arising during any renewal term, one and one-half times the total of the then-current annual SaaS fees payable in that renewal term. This limitation of liability is separate and apart from the insurance requirements under the Contract. The foregoing limitations of liability do not apply to (i) third party claims arising under any of the indemnity, including but not limited to indemnification obligations related to third party intellectual property rights, or (ii) costs or attorneys' fees that the City is entitled to recover as a prevailing party in any action. These limitations of liability are in no way to be construed as a waiver or limitation by City of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes.

3.6 City Will Assist Contractor

At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including providing Contractor with access to City's personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to City's policies and procedures consistently applied to City's contractors, and the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Contract Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

3.7 Location Requirements for Services

Unless otherwise stated in the Statement of Work or this Contract, the Implementation Services shall be performed at the City's offices in Jacksonville, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.8 Use of Subcontractors; Flow-Down Provisions

Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder without the prior written consent of City. Tyler will be responsible for the subcontractors it uses. Contractor will ensure that all relevant contractual obligations will flow down to any subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transitional assistance, warranties, and the manner in which the Services are to be performed).

3.9 Meetings and Reports

At the request of the City and agreement by Contractor, with such agreement not to be unreasonably withheld, Contractor shall attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide weekly status reports on contractor performance until the Implementation Services are complete and, thereafter, on the frequency established in the Statement of Work. Contractor shall provide other periodic reports respecting the Services as City reasonably requests.

3.10 Intellectual Property

(a) Contractor grants to City the non-exclusive, non-assignable limited right to use (such right includes, without limitation, a right to copy, modify and create derivative works from the documentation supplied by Contractor for City's internal business purposes only) the SaaS Solution, and any intellectual property necessary for City to successfully use the SaaS Solution in the manner permitted under this Contract.

(b) If the SaaS Solution, or any intellectual property necessary for City to successfully use the SaaS Solution in the manner described in this Contract, contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the use of the SaaS Solution, Contractor shall secure for City all rights necessary for City to use all third party intellectual property. Contractor shall secure such rights at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into the SaaS Solution, or any intellectual property necessary for City to successfully use the SaaS Solution in the manner described in this Contract, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software typically required to use software comparable to the Tyler Software (e.g., Microsoft Office, a specified operating system, etc.), BlueBeam, or ESRI.

3.11 Software Development Processes and Standards

To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12 Limitation of Warranty for City Furnished Software

In lieu of any other warranty expressed or implied herein, City warrants that any programming aids and software packages supplied for Contractor's use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify City and supply documentation regarding any defects and their effect on progress on the Services. City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section 3.3 above ("City's Right to Make Changes").

3.13 Loss of Data

To the extent that any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall promptly correct and recreate all production, test, acceptance and training files or databases affected which are used in the provision of Services, at no additional cost to the City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

3.14 Best Pricing for Comparable Services to Other Government Entities

Intentionally Omitted.

3.15 Deliverable Acceptance

(a) The term "Acceptance" shall mean written notice by City's Project Manager to Contractor's Project Manager that a Deliverable has been completed in accordance with the requirements of the Contract to City's reasonable satisfaction. Acceptance does not in any way limit City's rights under the Contract or applicable laws, rules and regulations.

(b) The term "Deliverable" shall mean each deliverable set forth in this Contract, and any additional deliverables identified and documented in the Statement of Work or Payment Milestones, and includes all work product, supporting documentation and other services that Contractor is required to, or otherwise does, deliver to City in connection with that deliverable.

(c) City's Project Manager will make the determination when a Deliverable is completed and there is Acceptance by City. Acceptance will as promptly as commercially reasonable and without delay while not unduly extending the project timelines in the project work plan be made by City only in writing. City will reject any Deliverable that is not in accordance with the requirements of the Contract, and shall not be deemed to have Accepted any Deliverable until City has had a reasonable time to test the Deliverable following delivery or, if later, within a reasonable time after any deficiency in the Deliverable has become apparent. City may partially accept a Deliverable. In such event that Contractor agrees to such partial acceptance, the parties shall agree to reduce payments to be made under the Contract commensurate with the extent of the portion of the Deliverable not delivered. Any Acceptance by City, even if non-conditional, shall not be deemed a waiver of its warranty rights under this Contract.

(d) The following Acceptance procedure will be used for each Deliverable:

Once Contractor's Project Manager presents a Deliverable as completed to City, City will have the time period, as is agreed upon in writing in advance by City and Contractor, to inspect and test such Deliverable (the "Testing Period") to ensure that it conforms to the Contract, including all specifications and requirements contained in this Contract. City will either (i) Accept the Deliverable; or (ii) provide written notice to Contractor stating how the Deliverable does not conform to the Contract (the "Non-Acceptance Notice").

(e) Upon receipt of the Non-Acceptance Notice, Contractor, at Contractor's sole cost and expense, shall as promptly as commercially reasonable and without delay while not unduly extending the project timelines in the project work plan, (or such other time period as is agreed upon in writing in advance by City and Contractor) correct the non-conformances specified in the Non-Acceptance Notice and redeliver the Deliverable to City.

(f) The parties shall repeat the process set forth in the immediately preceding two paragraphs until the Deliverable has been Accepted; provided, however, if Contractor: (i) fails to re-deliver any Deliverable within the time period specified, or (ii) fails more than twice to remedy a non-conformity, City will have the right, at City's option, to: (w) provide Contractor with an additional cure period; (x) accept the Deliverable as nonconforming, in which case payments otherwise due to the Contractor will be reduced equitably, by mutual agreement of City and Contractor, to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in the Contract; (y) reject the Deliverable, in which case payments otherwise due to the Contractor will be reduced equitably by mutual agreement to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in the Contract; or, if the Deliverable is material to City's operations, (z) treat such failure as a material breach, subject to the termination provisions of this Contract.

(g) Notwithstanding City's Acceptance of any Deliverable, upon delivery of any associated Deliverable or the final completed Deliverable, City shall have the right during the Implementation Period to perform additional tests on each previously accepted Deliverable to ensure continued compliance with City's requirements contained in Exhibits F, G and H of this Contract . City shall perform such testing, and Contractor shall correct any nonconformities with respect to such requirements, in accordance with the procedures set forth in this Section, as though each such Deliverable was delivered on the date of delivery of the associated or final Deliverable. For the avoidance of doubt, the subsequent testing and acceptance of a deliverable shall not limit warranty rights the City otherwise has under this Contract.

3.16 Data Security Requirements

In performing the Services under the Contract, Contractor will need access to certain personal information as well as other confidential information including confidential business information of the City, and must safeguard such information in accordance with the requirements set forth in this Section 3.16.

(a) Protected Information Defined. This Section 3.16 shall apply to information provided by City that is accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services by Contractor, in whatever form including but not limited to paper, electronic or oral, that is (a) individually identifiable information about City employees, employees' family members, residents, independent contractors, and other individuals, including but not limited to any individually identifiable health or financial information, (b) other confidential or proprietary information provided by City, and (c) marked or otherwise designated in writing as confidential by City or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature ("**Protected Information**").

(b) All Protected Information shall remain the sole and exclusive property of City.

(c) As used herein, Protected Information does not include information that (i) was publicly known through no unauthorized act of the Contractor, or otherwise known to the Contractor without an obligation of confidentiality, at the time of disclosure, (ii) subsequently becomes publicly known through no unauthorized act or omission of the Contractor, (iii) rightfully received from a third party without an obligation of confidentiality; or (iv) independently developed by the Contractor without the use of the Protected Information.

(d) The Contractor shall maintain any Protected Information in confidence to be used solely for purposes of conducting Services.

(e) The Contractor shall ensure that, except as required by law, Protected Information will be accessed, created, received, maintained, processed, modified, used, disclosed or destroyed by only Contractor's employees, officers, subcontractors, independent contractors or agents and solely as necessary and appropriate to perform the Services.

(f) In the event access to Protected Information to perform the Services requires access to the City's computer network, Contractor shall:

- Permit access only to Authorized Parties and no other persons. (As used herein: (i) "**Authorized Party**" means an employee or Affiliate of the Contractor or a third party engaged by Contractor who has a need to know or otherwise access Protected Information to enable Contractor to perform its obligations under the Contract, and who is bound in writing as provided in Section 2.4 below, and (ii) "**Affiliate**" of Contractor means and includes any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with Contractor. For purposes of this definition, "control," "controlling," and "controlled," when used with respect to such other person means the power to direct the management and policies of such other person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.)
- Be responsible for any unauthorized access to City's computer network by Contractor's employees, affiliates, or third party contractors (if any).
- Not knowingly introduce any viruses, worms, time bombs, time locks, drop dead devices, traps, access codes, trap door devices, or any other malicious software that is designed to disrupt, disable, erase, alter, harm, or otherwise impair City, City information available through the computer network, or City's computer network.
- Maintain the confidentiality of access credentials to the City computer network.
- Promptly notify City of any actual or potential loss, disclosure, or unauthorized access of access credentials of which Contractor has knowledge to the City computer network or any City information available through the computer network.

(g) Contractor will not, directly or indirectly, disclose Protected Information to a third party (subcontractor, independent contractor, agent, etc.) without express written consent from City unless and to the extent required by law enforcement or government bodies or as otherwise to the extent expressly required by applicable law or regulations or in the Contract; provided, however, that in the event such information is requested by a law enforcement authority or governmental authority (or is required to be divulged by law or regulation) Contractor shall give advance notice of such disclosure requirement to City and shall give City a reasonable opportunity to object to and contest such disclosure, including by seeking a protective order or other appropriate remedy. In the event Contractor is permitted hereunder to disclose Protected Information to a third party, the Contractor must obtain the written agreement from such third party agreeing to be subject to the same terms, conditions, protections, and limitations with respect to Protected Information contained in this Section 3.16, and Contractor shall remain liable to City for the actions and omissions of the third party concerning the treatment of the Protected Information, in accordance with the terms herein.

(h) Contractor will not use, sell, rent, transfer, barter, exchange, assign, distribute, or otherwise process or make available Protected Information for Contractor's own purposes or for the benefit of anyone other than City without City's express written consent.

(i) In the event Protected Information is accessed, created or received by Contractor on behalf of City and pursuant to a third-party authorization, such information may be used or further disclosed only as specifically set forth in such authorization. The City must provide Tyler with such authorization prior to disclosing such Protected Information.

(j) Except as directed by City in writing or as required under Section 3.16(m) below, Contractor may not modify or destroy any Protected Information. In the event Contractor is permitted to destroy Protected Information under this Section 3.16, Contractor shall burn, pulverize, or shred papers or destroy or erase electronic files or media so that the information on such papers, files, and media cannot be read or reconstructed as per applicable industry accepted frameworks. Nothing in this Contract requires the parties to erase any Protected Information that is in an archived computer backup system in accordance with their respective security and/or disaster recovery procedures and the parties may each retain copies of Protected Information to the extent required to comply with all legal, contractual, or regulatory requirements. All Protected Information so retained will continue to be subject to the terms of this Agreement. Contractor agrees that its retention of Client Data in backups shall not exceed one (1) year except as required by applicable law or this Contract.

(k) Contractor shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under this Section 3.16, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted applicable industry practices. Such safeguards shall include, without limitation, all of the following:

- a high level member of management with responsibility for safeguarding of Protected Information;
- periodic risk assessments (no less frequently than annually) for appropriateness of safeguards and make appropriate modifications;
- information systems authentication and access controls;
- data breach response protocol;
- securing physical facilities, data centers, servers, back-up systems and computing equipment, including, but not limited to, encryption and password protection for all mobile devices and other equipment with information storage capability to the extent technically feasible;
- network, device application, database and platform security;
- encryption of Protected Information at rest and in transit;
- authentication and access controls within media, applications, operating systems and equipment;
- disaster recovery and business continuity protocols;
- securing all paper files;
- securing transmission, storage and disposal of Protected Information;
- personnel security and integrity measures including, but not limited to, background checks consistent with applicable law;
- conducting external and internal penetration testing and vulnerability scans and promptly implementing, at Contractor's sole cost and expense, a corrective action plan to correct the issues that are reported as a result of the testing;

- conducting and documenting training for all employees and other workforce members who will have access to Protected Information; and
- access controls, including logging of all access and exfiltration, and retention of such access control logs for a period of no less than one (1) year.

(l) A "**Breach of Protected Information**" shall mean (i) any act or omission that materially compromises Protected Information or the physical, technical, administrative, or organizational safeguards put in place by Contractor (or its agents or subcontractors), or by City should Contractor have access to City's systems, that relate to the protection of Protected Information, (ii) any unauthorized access, uses, disclosure, modification, or destruction of Protected Information known to Contractor whether or not harm is likely to result from the Breach, or (iii) receipt of a complaint in relation to the privacy practices of Contractor. Contractor shall report a Breach of Protected Information to City without unreasonable delay but not later than seventy-two (72) hours after becoming aware of the Breach of Protected Information. Contractor shall provide such report by e-mailing ITDSecurityAlert@coj.net with a read receipt with a copy to City under the notice provisions of this Section 3.16. In the event of a Breach of Protected Information, the Contractor shall (i) shall not inform any third party, except law enforcement or insurers, of any Breach of Protected Information without first obtaining City's prior written consent; (ii) provide City with the name and contact information for an employee of Contractor who shall serve as City's primary contact and shall be available to assist City in resolving obligations associated with a Breach of Protected Information; (iii) abide by City's determination concerning whether a reportable breach has occurred under applicable law and the steps necessary to comply with the notice requirements, including the content of the notices; and (iv) comply with all reasonable requests to assist in the investigation and mitigation of the Breach of Protected Information, including reasonably cooperating with City in any litigation or other formal action against third parties deemed necessary by City to protect its rights, and using its commercially reasonable efforts to remediate the Breach in a timely manner.

(m) The duties and obligations under this Section 3.16 shall commence as of the effective date of any Contract (or, if earlier, the first date any Protected Information was provided to Contractor), and shall terminate upon the earlier of the termination of the Contract or the date the Contractor no longer maintains or has access to any Protected Information, provided, however, subsection (n) shall survive the termination of the Contract, and this Section 3.16 shall survive so long as the Contractor retains any Protected Information.

Upon termination of the Contract for any purpose, Contractor shall return to City or destroy all Protected Information in its possession that is not necessary to perform any remaining services under the Contract. Contractor will contact City to determine whether the Protected Information (regardless of how stored by Contractor) must be: (a) returned to City; or (b) destroyed. This provision shall apply to Protected Information that is in the possession of subcontractors, independent contractors or agents of Contractor. Except as otherwise agreed to by the Parties, Contractor shall retain no copies of Protected Information. In the event that City does not respond to such inquiry within sixty (60) days of receipt thereof, Contractor shall destroy all such Protected Information in its possession. Notwithstanding the foregoing, Contractor may retain a copy of such Protected Information as Contractor is required to retain for its regulatory purposes (but only the Protected Information necessary for compliance and only for as long as it is so required), provided that such copy must be safeguarded by Contractor consistent with the terms of this Section 3.16. At such time as the Protected Information is no longer required to be maintained by Contractor for its regulatory purposes, Contractor shall destroy said

information.

(n) Upon City's request, Contractor shall reasonably cooperate with City requests for information related to handling of City Data by Contractor in connection with audit by the City.

3.17 Special Terms and Conditions

(a) Notification of Legal Requests. Each party shall contact the other party upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to this Contract. Neither party shall respond to subpoenas, service of process and other legal requests related to the other party without first notifying the other party, unless prohibited by law from providing such notice. The Contractor shall contact the City upon receipt of any request from a third party for the City's data as such request may constitute a public records request under applicable Florida law.

(b) Termination and Suspension of Service. In the event of a termination of the Services, the Contractor shall implement an orderly return of City data in a CSV or another mutually agreeable format that is easily accessible, readable, and importable into other applications, whether running internally or in another provider's cloud, at a time agreed to by the parties and the subsequent secure disposal of all City data in accordance with the requirements of this Contract. In the event of any termination of the Services, or during any period of suspension of the Services, the Contractor shall not take any action to intentionally erase any City data without the prior written consent of the City. In the event of termination of the Services or Contract in entirety, the Contractor shall not take any action to intentionally erase any City data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited or as otherwise provided in this Agreement, delete all City data in its systems or otherwise in its possession or under its control. Notwithstanding anything to the contrary in this Section 3.17, the City shall be entitled to Transition Assistance as provided in Section 3.29 of this Contract. If deletion of City data is requested by the City, the Contractor shall securely dispose of all City data in all of its forms, such as disk, CD/DVD, backup tape and paper but subject to the exemption in Section 3.16(j) above. All such data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Contractor shall provide appropriate certificates of destruction to the City.

(c) Access to Security Logs and Reports. The Contractor shall provide reports to the City in a format agreed to by both the Contractor and the City for information collected by Tyler related to system performance and user access as it relates or impacts the SaaS services provided to the City pursuant to the Contract.

(d) Change Control and Advanced Notice. The Contractor shall give reasonable advance notice to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. For the purposes of this RFP, a major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics and usually includes a new version number.

(e) Security. The Contractor shall disclose its non-proprietary and non-confidential security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing - the City and the Contractor shall understand each other's roles and responsibilities.

(f) Non-disclosure and Separation of Duties. The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is reasonably necessary to perform job duties.

(g) Import and Export of Data. The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to import or export data to/from other service providers provided, however, that the unique or proprietary requirements of such third parties may limit or prevent the portability of such Data, and Contractor shall bear no responsibility for portability of data in such situations.

(h) Responsibilities and Uptime Guarantee. The Contractor shall be responsible for the acquisition and operation of its hardware, software and network support necessary for Contractor to provide its Services hereunder, however such Services do not include support of Client's operating system or hardware, support outside of our normal business hours (currently Monday through Friday, 7:00am to 8:00pm EST, excluding identified Tyler holidays, with such hours not to be reduced for five(5) years from the Effective Date and any change thereafter only if made applicable to Contractor's entire similarly situated client base), or training, consulting or other professional services unless expressly set forth in this Contract.. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The SaaS Solution shall be available 24/7/365 (with agreed-upon maintenance downtime and subject to the Service Level Agreement in Exhibit E) and provide service to City end-users as more specifically described in this Contract.

(i) Subcontractor Disclosure. The Contractor shall identify all of its strategic business partners related to the Services, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

(j) Right to Remove Individuals. The City shall have the right at any time to request that the Contractor remove from interaction with City any Contractor representative for good cause. Good cause shall include those individuals whom the City reasonably believes, and can substantiate, are detrimental to its working relationship with the Contractor. The City shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential safety or security violation exists with respect to the request, the Contractor shall immediately remove such individual. Otherwise, the Contractor shall be permitted a reasonable opportunity to cure the personnel deficiency. If the deficiency persists, Contractor shall remove on notice from the City and replace the personnel within thirty (30) days of the determination removal is required. The Contractor shall not assign the previously-removed person to any aspect of the Services without the City's consent.

(k) Business Continuity and Disaster. The Contractor shall maintain a business continuity and disaster recovery plan that conforms to Contractor's SOC II (or AICPA standard) for business continuity and disaster recovery.

(l) Compliance with Accessibility Standards. The Tyler Software (as defined in Contractor's Software as a Service Terms attached to this Contract as Exhibit E) will be accessible to individuals with disabilities in accordance with applicable provisions of Section 508 of the Rehabilitation Act as of the date Contractor has agreed to for use of such Tyler Software in live production. Contractor will evaluate accessibility of the Tyler Software against Web Content Accessibility Guidelines 2.0 AA using a Voluntary Product Assessment Template or similar tool. Tyler's compliance with this Section does not necessarily include use of 3rd party products in conjunction with the Tyler Software, documents City or City's citizens choose to upload to the Tyler Software, or configuration, customization, and design choices made by the City that do not adhere to the applicable accessibility standard.

(m) Web Services. The Contractor shall use Web services exclusively to interface with the City's data in near real time when possible.

3.18 <u>Invoicing and Payment</u>

(a) Unless otherwise specified in this Contract, the Contractor may invoice the City for compensation for the Implementation Services upon Acceptance of the Deliverables shown on Exhibit B, with such Acceptance to be issued in the event a Deliverable conforms to the requirements of this Contract. City may require any other reasonable information from Contractor that City deems necessary to verify its obligation to pay under the Contract. Payments for the SaaS Services shall be made in accordance with Schedule 1 to Exhibit E. Payments will be made to Contractor within forty (40) days of receipt of a proper invoice. City does not pay service charges, interest or late fees unless required by law.

(b) During the Implementation Period, the City shall withhold from each invoice submitted under this RFP an amount equal to ten percent (10%) of the amount payable for each Implementation Services Deliverable shown on Exhibit B under that invoice (collectively, the "Retainage") as an assurance for full performance of the Implementation Services, with such Retainage payable upon Acceptance of Deliverable 4.6.2 (the final deliverable of the phase) but subject to City's rights to dispute invoices in accordance with this Contract.

(c) The fees for the Implementation Services shown in Exhibits B and C include all travel and travel-related expenses and Contractor shall not separately invoice City for such expenses under this Contract.

(d) City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.19 <u>Taxes</u> City is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to City.

3.20 <u>Retention of Records / Audits</u>

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in the industry standard form or format (including electronic storage media) considered reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of the greater of seven (7) years from creation or such time as is required by applicable state, federal, or local law. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may

be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including City's auditor and inspector general offices) to have reasonable access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor shall comply with and cooperate in any audits or reports reasonably requested by City or authorized by applicable law and must ensure that all related party transactions are disclosed to the auditor.

(e) To facilitate the City's assessment of the SaaS Solution Contractor's continued maintenance of certifications () and compliance with associated applicable practices, the Contractor shall provide at no charge to the City its most recent third party Service Organization Control (SOC) 2 audit reports (or its equivalent based on the AICPA).

(f) Contractor must permit City to interview any of Contractor's employees, subcontractors and subcontractor employees at mutually agreeable times to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(g) Following any audit or review set forth in this Section 3.20, if performance of Contractor's, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. City agrees to cooperate with Contractor in trying to reasonably resolve all deficiencies. Contractor hereby agrees to prepare and submit, to City, said corrective plan after receiving City's written report within thirty (30) days unless another time period is agreed to by the parties. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(h) All reports and other information provided by Contractor pursuant to this Section shall be submitted in accordance with and subject to applicable provisions of Section 837.06, Florida Statutes.

(i) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

3.21 Indemnification

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "City Indemnified Parties") from and against, without limitation, any and all 3rd party claims, suits, actions, losses, damages, judgments, assessments, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature

(collectively, a "Claim"), which may be incurred by, charged to, instituted against, or recovered from any of the foregoing City Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Contractor that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Contractor's performance of the Contract, operations, services or work performed hereunder; and

2. Intellectual Property Liability, arising from any third party claim(s) that the Contractor's Software or Documentation infringes a 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 Contractor consents).

2.1 Contractor's obligations under this Section 3.21.2 will not apply to the extent the claim or adverse final judgment is based on City's use of the Contractor's Software in contradiction of this Contract, including with non-licensed third parties, or City's willful infringement.

2.2 If Contractor receives information concerning an infringement or misappropriation claim related to the Contractor's Software, Contractor may, at its expense and without obligation to do so, either: (a) procure for City 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 City will stop running the allegedly infringing Contractor Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case City may continue to use the Contractor's Software consistent with the terms of this Contract.

2.3 If an infringement or misappropriation claim is fully litigated and City's use of the Contractor's Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides City's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

3. Loss of Protected Information, relating to or arising out of any access, use, disclosure, modification, or destruction of Protected Information resulting from Contractor's negligence or willful misconduct and that is not otherwise permitted under Contract or applicable law. Contractor's obligations under this Section extend to its acts and omissions, as well as the acts and omissions of Contractor's employees, officers, independent contractors, or agents

City must notify Contractor promptly in writing of a Claim and give Contractor sole control over its defense or settlement. City agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at our expense

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

The City Indemnified Person shall provide Contractor with prompt written notice of the existence of any Claim; non-financial assistance at Contractor's request and expense to the extent reasonably necessary for the defense of such Claim; and control over the defense or settlement of such Claim, provided that no

settlement requiring any financial payment from City Indemnified Person, admission of liability by City Indemnified Person, or equitable or injunctive relief shall be made without City Indemnified Person's prior written consent. The City Indemnified Person shall have the right to reasonably participate in the defense of any such Claim and through counsel of its choosing, all its own expense.

3.22 Insurance

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Cyber Liability & Data Storage	$1,000,000 per Claim and Aggregate

Such insurance shall be cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

If Provider will be performing its services onsite then the below Provider must maintain the additional below coverages:

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent

manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: All insurance except Worker's Compensation and Employers Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured (with such naming for Cyber Liability and Data Storage as Additional Vicarious Insured). Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. The commercial general liability and automobile liability policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents for claims that arise out of or relate to this Contract and are between City and Contractor..

D. Contractor's Insurance Primary. The insurance provided by the Contractor under the commercial general liability and automobile liability policies shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

F. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the

City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide to the City thirty (30) days prior written notice of any material change in the above insurance coverage limits or cancellation, including expiration or non-renewal that causes Contractor not to comply with the insurance requirements of the Contract. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Attachment F & G to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

3.23 <u>City's Right to Suspend Work</u>

City may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least ten business days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Notwithstanding any such suspension, City shall pay Contractor for all undisputed fees and expenses related to the software, products, and/or services you have received through the date of termination. The parties will mutually and reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any services it performs during such period of suspension, unless otherwise agreed to by the parties in writing.

3.24 <u>City's Right to Terminate for Convenience</u>

City reserves the right to terminate this Contract at any time and for any reason by giving at least thirty (30) days' prior written notice to Contractor. If a Contract is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for software, products and Services actually performed or delivered prior to the date of termination. City will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Notwithstanding the foregoing, City shall not be obligated to pay for any such Services actually performed if payment would not be owing for such Services under the terms of this RFP had City not terminated the Contract for convenience. Access to any and all City data and work papers will be provided to

the City after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that City's payment for Services forms the consideration for Contractor not having this right. In the event of City's termination of the Contract, Contractor shall return all City data to City as provided in Section 3.18 (g), and City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.29 below.

3.25 City's Remedies Upon Contractor Default

Any one or more of the following events, if not cured within thirty (30) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. During such thirty (30) day period, City shall cooperate with Contractor as provided in the first sentence of Section H (3) of Exhibit E.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a material false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, and after the parties have participated in the Dispute Resolution Process as indicated above, City will be entitled to terminate the Contract and pursue such other remedies available at law or equity. If the "Event of Default" occurs after commencement of project activities but prior to the date the Contractor makes the Tyler Software available for use in live production, then the City is entitled to the recovery of re-procurement costs; provided, however, that in no event shall the amount of the recovery of re-procurement costs exceed Two Hundred Ninety Thousand Dollars ($290,000) . The rights and remedies available to City under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.26 Contractor Remedies upon City Default

City shall be in default if City fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.27 Additional Termination Provisions

In the event of any termination under this Contract, City will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services City has received, or Contractor has delivered, prior to the effective date of termination.

3.28 Transition Services

At any time prior to the date that any of the Contract expires or terminates for any reason (the "Termination Date"), City may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide Transition Assistance for up to 180 days following the Termination Date (or a time period as agreed upon by both the City and Contractor), or until such time as City notifies Contractor that City no longer requires such Transition Assistance.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided by Contractor to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either City itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. The plan shall contain the transition responsibilities, descriptions and schedules for the required tasks and must be produced for City review and approval no more than 30 days from such request. During execution of the approved transition plan, the Transition Team (composed of City staff, Contractor(s), and personnel of another service provider) shall meet regularly to review and update the Transition Plan to reflect revisions to schedules, resource requirements, dependencies, and priorities; and to summarize the progress on the Transition Plan to date. To the extent that Transition Assistance will involve third parties hired by City, those third parties shall cooperate with Contractor(s) in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor(s).

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to City. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if City terminates a Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to City, and (ii) City will be entitled to any other remedies available to it under law. Contractor(s) may withhold Transition Assistance after the Termination Date if City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor(s) in accordance with the invoicing and payment provisions of the Contract.

Transition Assistance shall include the orderly return of all City data as provided in Section 3.16 of this Contract which return and deletion shall be accomplished by Contractor at no additional cost to City.

3.29 Force Majeure, Notice of Delay, and No Damages for Delay

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). A party claiming Force Majeure shall notify the other in writing of any such delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that creates or will create the delay first arose. Based upon such notice, the party whose performance is delayed shall be given a reasonable extension of time to perform.

3.30 No Waiver.

The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services

shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

3.31 Qualification of Contractor Employees, Subcontractors, and Agents

All employees, subcontractors and agents of Contractor performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the services they are providing under the Contract. For at least the past twelve (12) years, all of Contractor's employees have undergone criminal background checks prior to hire. All Contractor employees sign a confidentiality agreement and security policies. In the event that Contractor personnel provide services that do not conform to the services warranty provided in this Contract, Contractor shall be given a reasonable opportunity to correct the deficiency. In the event the deficiency persists, City may require the removal of the personnel in question. In the event of such a removal, Contractor shall, within fifteen (15) business days, fill this representative vacancy. Notwithstanding the foregoing, the parties agree to work towards a mutually agreeable remedy in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the SOW and any project plans. Contractor shall screen all employees, subcontractors and agents furnished by Contractor to work at City's offices using Level 1 security background checks and screening policies at least as stringent as those used by the City for for its own employees as provided by Tyler as of the Effective Date. . City will provide any updates to such background check policies upon adoption. Contractor has the discretion to decide as to whether to comply with any such changes but will not unreasonably refuse to comply. The foregoing notwithstanding, City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

3.32 Security Procedures

In the performance of the Contract, Contractor and its employees, subcontractors and agents shall comply fully with (i) all applicable security laws and regulations of the United States and the State of Florida, and (ii) all of the City's security policies and procedures that apply to all City vendors.

3.33 Restrictions on the Use or Disclosure of City's Information

Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.34 Public Records

All documents received by City in connection with the Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). In accordance with Section 119.0701, Florida Statutes, the Contractor shall, to the extent required by applicable law:

(a) Keep and maintain public records required by City to perform the Services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the Services. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.
The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

3.35 Protection of Contractor's Trade Secrets and Other Confidential Information.

All documents received by City in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to timely obtain a court order enjoining disclosure of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to not be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.36 Assignment

Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Neither party shall sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of the other party; provided, however, City's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. In the case of such an assignment, the parties shall execute a mutually-agreeable assignment agreement consistent with the terms of this Section 3.36. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of either party.

3.37 Equal Employment Opportunity

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to City.

3.38 Other Non-Discrimination Provisions

As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.39 Conflicts of Interest

Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40 Contingent Fees Prohibited

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-

fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41 Truth in Negotiation Certificate

The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting.

3.42 Compliance with Applicable Laws

Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the following, as applicable to Contractor's performance under this Contract:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.43 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions. Contractor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

3.44 Warranty of Ability to Perform

Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would materially prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall promptly notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45 Warranty of Authority to Sign Contract

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46 Governing State Law/Severability/Venue/Waiver of Jury Trial

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in State or Federal courts of competent jurisdiction located in

Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47 Construction

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

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Exhibit E

SOFTWARE AS A SERVICE TERMS

These Software as a Service Terms (the "SaaS Terms") shall apply to the SaaS Services to be provided by Tyler Technologies, Inc. under the Contract.

SECTION A – DEFINITIONS (The following definitions shall apply only to these SaaS Terms)

- **"Contract"** means the Services Contract between Tyler and Client to which these Software as a Service Terms are attached as an Exhibit.
- **"Client"** means the City of Jacksonville, Florida.
- **"Data"** means your data used or created in connection with the Tyler Software and the SaaS Services, or stored by Tyler in connection with the services provided under the Contract.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to materially conform to the requirements set forth in Exhibit F and G of the Contract. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Contract are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that 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 by which both your and our authorized representatives have signed the Contract.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit C to the Contract.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy attached as Schedule 1 to these Software as a Service Terms.
- **"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 and Client's data hosted or stored by Tyler, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours (but subject to commitments in Exhibit D, Section 3.17(h)), or training, consulting or other

professional services.

- **"SaaS Terms"** means these Software as a Service Terms.
- **"SLA"** means the service level agreement. A copy of the SLA is attached hereto as Schedule 2 to these Software as a Service Terms.
- **"Statement of Work"** means the Statement of Work attached to the Contract as Exhibit A.
- **"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 3 to Exhibit E.
- **"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 provided by us in order to meet the City's requirements identified in Exhibits F, G and H to the Contract and licensed by us to you through the Contract.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

Capitalized terms used in these SaaS Terms without definition shall have the meanings given them in the Contract.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only, provided, however, that citizen access to the public facing Tyler Software as contemplated by the Contract shall be unlimited. The Tyler Software will be made available to you according to the terms of the SLA and the Contract. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. Notwithstanding the foregoing, we will provide you with the Implementation Services as provided in the Contract and described in the Statement of Work. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(5).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with the terms and conditions of the Contract. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or data storage capacity at the pricing set forth in the Investment Summary attached as Exhibit C to the Contract. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and all intellectual property developed by us under the Contract. You do not acquire under these SaaS Terms 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. You expressly recognize that except to the extent necessary to carry out our obligations contained in the Contract, we do not create or endorse any Data used in connection with the SaaS Services.

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 except as reasonably contemplated by the nature of the software being provided, including required interfaces; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, , transfer, assign, , outsource, disclose, permit or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as reasonably contemplated by the Contract. For the avoidance of doubt, this provision shall not be construed to prohibit 3rd party access via integrations authorized pursuant to this Contract or citizens (including commercial entities) using citizen-facing Tyler Software.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of the Contract. If the Tyler Software does not perform as warranted, we will,, consistent with industry standards, cure the Defect in accordance with the maintenance and support process set forth in this Contract Section C(5) below, the SLA and the Support Call Process set forth in Schedule 3 attached hereto. Notwithstanding any language to the contrary herein, for a period of five (5) years from the Effective Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.

6. SaaS Services.

6.1 Fees for the SaaS Services shall be payable as set forth in the Invoicing and Payment Policy.

6.2 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, during the term of the Contract. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect, we will provide that same information upon your written request. We acknowledge and agree that any NDA entered into between us will be subject to the public records laws of the state of Florida.

6.3 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.

6.4 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software and the SaaS Services in the event of a disaster or component failure. To the extent that 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 or the SaaS Services (hereafter, "Data Loss"), we will restore all your Data 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") for Data Loss exceed a maximum of thirty (30) minutes. For purposes of this subsection, RPO represents the maximum tolerable

period during which your Data may be lost, measured in relation to occurrence of Data Loss.

6.5 In the event of Data Loss, our Recovery Time Objective ("RTO") is four (4) hours. For purposes of this subsection, RTO represents the amount of time within which your access to the Tyler Software must be restored after Data Loss.

6.6 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.7 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. At your written request, we will provide test results to you within 30 days after receipt of the request.

6.8 In the event of a loss of data, we will be responsible for importing back-up and verifying that you can log-in. You, with Tyler's reasonable input, will be responsible for running reports and testing critical processes to verify the returned Data.

6.9 We provide secure Data transmission paths between each of your workstations and our servers.

6.10 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.

6.11 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that we comply and will comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

6.12 Nothing contained in this Section 6 shall limit or reduce our obligations to comply with the security requirements as set forth in this Contract.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Intentionally Deleted.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Deliverables/Payment Schedule attached to the Contract as Exhibit B. Those amounts are payable in accordance with the terms of the Contract.

3. Additional Services. If you request additional deliverables, we will provide you with an addendum or change order, as applicable, providing 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 two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. The foregoing notwithstanding, Tyler agrees to waive collection of fees payable pursuant to this provision for the first two (2) such instances.

5. Client Assistance. You acknowledge that the implementation of the SaaS Services 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 the Contract. We will not be liable for failure to meet any deadlines and milestones when such failure is due to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

6. Maintenance and Support. During the term of the Contract, in addition to the terms set forth in the SLA and the Support Call Process, we will:

   6.1 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);

   6.2 provide telephone support during our then-current support hours, but otherwise subject to the commitments of Exhibit D, Section 3.17(h).

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

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

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

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will 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 due to your negligence. Either way, subject to your policies and procedures applicable to all similarly vendors, you agree to provide us with reasonable 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 then-current business hours but subject to the commitment regarding business hours listed in Exhibit D, Section 3.17(h)). 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.

SECTION D – THIRD PARTY PRODUCTS

1. Intentionally Omitted.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for your 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 as contemplated by the Contract.

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

4. Intentionally Omitted.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Intentionally Omitted.

2. Intentionally Omitted.

3. Dispute Resolution. 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. If the dispute remains unresolved after dispute resolution, then either of us may assert our respective rights and remedies in a court of competent jurisdiction in Duval County, Florida. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Client Lists. You agree that we may identify you by name in client lists.

Schedule 1
Invoicing and Payment Policy

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below and in the RFP.

1. SaaS Fees. SaaS Fees are invoiced on a quarterly basis, beginning on the commencement of the initial term as set forth in the Contract and continuing until the City's Acceptance of all of the Deliverables to be provided by us as part of the Implementation Services. Thereafter, SaaS fees will be paid on a quarterly basis until the next anniversary of the commencement of the initial term at which point the SaaS Fees will be invoiced on an annual basis. Your annual SaaS fees for the initial term and the renewal term are set forth in the Investment Summary. Upon expiration of the initial term and the renewal term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

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

   2.2 *Implementation and Other Professional Services (including, but not limited to, consulting, data conversions, configurations, change management and training)*: Implementation and other professional services (including but not limited to, consulting, data conversions, configurations, change management and training) are billed and invoiced in accordance with the terms of the RFP upon Acceptance of Deliverables (as defined in the RFP), at the amounts set forth in the Deliverables/Payment Schedule attached to the Contract at Exhibit B.

3. Third Party Products. Intentionally deleted.

4. Invoice Disputes. If, after Acceptance of all deliverables comprising the Implementation Services, you believe any delivered software or service does not conform to the warranties in this Agreement, you will make reasonable efforts to provide us with written notice within thirty (30) days of your receipt of the applicable invoice, with the understanding that a failure to provide such timely notice does not waive any rights you may have . The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance

and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so, with such notice not to issue until reasonable collection efforts have been pursued by Tyler. Such collection efforts shall not commence until after a payment due date and shall last at least thirty (30) days.

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

Schedule 2

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 Contract.

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

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

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

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

III. Service Availability

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

a. Your Responsibilities

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

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

The documentation you provide must evidence the Downtime clearly 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 Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

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

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 per quarter will not exceed 5% 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 Contract 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%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

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.

Schedule 3
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days. The parties acknowledge and agree that Tyler has made certain commitments in Exhibit D, Section 3.17(h) of the Contract.

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

Issue Handling

Incident Tracking

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

Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

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

Remote Support Tool

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

diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit F
SaaS Solution Requirements & Services

The requirements of Section 4.1 of the RFP (SaaS Solution Requirements & Services) are hereby incorporated by reference and with the following understandings:

- CONTRACTOR's comments included in the Response are included with certain requirements for clarification as to how CONTRACTOR will implement the requirement. In no event shall any of CONTRACTOR's comments (i) void, reduce or limit CONTRACTOR's obligation to meet these requirements (except as may be specifically provided in this Exhibit F below with respect to Requirement SA13 and Requirement GEN 1) or (ii) take precedence over a description in the Statement of Work as to how CONTRACTOR will implement these requirements.

- CITY and CONTRACTOR agree that CONTRACTOR's responses in the Response referencing Bluebeam are contingent on CITY's independent acquisition of Bluebeam and, if needed, certain other software or implementation services as provided in Section 9 of the Contract.

- CITY and CONTRACTOR agree that Requirement SA13 shall be met by CONTRACTOR's compliance with the commitment stated in Section 3.16(n) of Exhibit D.

  CITY and CONTRACTOR agree that the scope of Requirement GEN 1 shall be met by CONTRACTOR's compliance with the commitment stated in Section 3.17(l) of Exhibit D.

Exhibit G
SaaS Solution Hosting Requirements & Services

The requirements of Section 4.2 of the RFP (SaaS Solution Hosting Requirements & Services) are hereby incorporated by reference and with the following understandings:

- CONTRACTOR's comments included in the Response are included with certain requirements for clarification as to how CONTRACTOR will implement the requirement. In no event shall any of CONTRACTOR's comments (i) void, reduce or limit CONTRACTOR's obligation to meet these requirements or (ii) take precedence over a description in the Statement of Work as to how CONTRACTOR will implement these requirements.

Exhibit H
Implementation Services & Deliverables

The requirements of Section 4.3 of the RFP (Implementation Services & Deliverables) are hereby incorporated by reference and with the following understandings:

- Notwithstanding the above, DW1-DW22 are not requirements for this Contract.
- Notwithstanding requirement DC-14, the parties agree that the respective responsibilities for data conversion activities are fully documented in the Statement of Work.
- IP-6 is excluded as a requirement.
- CONTRACTOR's comments included in the Response are included with certain requirements for clarification as to how the CONTRACTOR will implement the requirement. In no event shall any of CONTRACTOR's comments (i) void, reduce or limit CONTRACTOR's obligation to meet these requirements or (ii) take precedence over a description in the Statement of Work as to how CONTRACTOR will implement these requirements.

Ola, Ruben

From:	Bradley, Cheryl
Sent:	Wednesday, August 26, 2020 5:30 PM
To:	Ola, Ruben
Cc:	Fleming, Chelsey; Bradley, Joy Walker; Freeman, Paul; Lathrop, Kenneth; Ciprian, Alexander; Geake, Tracy; Brown, Elizabeth; Ossi, Thomas
Subject:	EPLU - CSPEC Memo and Supporting Documents (Final Copy)
Attachments:	CSPEC Letter - ESC-0503-18 Enterprise Permitting and Land Use (EPLU) - Awards.pdf; GC-#1292915-v20-Tyler_Technolgies_EPLU_services_contract.pdf

Hi Ruben,

The 3rd and final time for this submission. I apologize for the multiple submissions. Please ignore the previous and use this one instead with the Contract as a PDF and all applicable ITD personnel included.

Please find attached a CSPEC Memo requesting a contract award to Tyler Technologies. Also attached is the Contract which is inclusive of all documentation referenced in the memo. Please let me know if additional information is needed.

Thank you,

Cheryl Bradley
Applications Development Project Manager
Information Technologies Division
City of Jacksonville | 214 N. Hogan St. | Jacksonville, FL 32202
Phone: 904-255-8023
Mobile: 904-710-6703
E-mail: cbradley@coj.net
www.coj.net