LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Statement of Work and Tyler desires to perform such actions under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement, including Exhibits and Schedules attached hereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Costa Mesa, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. 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.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the documented invoicing and payment procedures. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to Client. Client's Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how Tyler's professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call channels and methods applicable to all of our customers

who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means Tyler's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing, training and development purposes, so long as such copies are not used in production and the testing, training and development is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 Without limiting the terms of Section 1.1, you understand and agree that the EnerGov Fire Station License and Tyler University – EnerGov Access modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

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

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.7 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, as of the Effective Date, we 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. Should the compliance standards change and PCI compliance is no longer available, we will make every reasonable effort to come into compliance with a substantively equivalent compliance regime for payment card processing within a commercially reasonable period of time.

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

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

2. Professional Services Fees. You agree to pay us the undisputed professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation as described in the Statement of Work, based upon our knowledge and experience of the work required to complete the implementation set forth in Statement of Work as of the Effective Date. We acknowledge that the cost estimates set forth in the Investment Summary were a material inducement to Client entering into this Agreement and that Client, as a public entity, has budgeted specifically for the costs set forth in the Investment Summary. If implementation costs will exceed the estimates set forth in the Investment Summary, we will notify you of same and provide an estimate of the costs required to complete such tasks. We will bill you the actual fees incurred based on the in-scope services provided to you, with the exception of the data conversion which is set at a fix cost. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. We will not add services or hours beyond

those estimated in the Investment Summary to this Agreement without your prior written consent. The City must be notified and give written approval before additional hours, beyond those estimated in the investment summary are worked, otherwise the City is not obligated to pay for the additional hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or integration and interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The addendum or change order will not go into effect until Tyler and the Client mutually agree to the changes and is signed by an authorized signatory of the Client.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, 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 City will be provided a tentative schedule of commitments, and any rescheduled commitments will be for a time mutually agreed upon by you and us. Any cancelation within the two weeks prior to a scheduled commitment that was a direct result of Tyler deliverables not being provided on schedule shall be exempt from this cost liability.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards, and in accordance with the mutually-agreed upon Statement of Work and implementation schedule. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

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

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our Maintenance and Support Agreement, Exhibit C.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any third party products or services from ESRI, Bluebeam or Laserfiche integration software set forth in the Investment Summary or in the Statement of Work, and to the extent that the City has elected to purchase any such third party services or products due to the interoperability of such products with the Tyler Software as of the Effective Date of this Agreement, Tyler will cooperate in good faith with such third party vendors and the Client during the implementation of the Tyler Software to ensure the integration of such third party product with the Tyler Software.

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

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

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

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

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

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, to the extent it relates to an issue that includes information coming from or going to our system, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty (40) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or

we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. You or we may terminate this Agreement without liability if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured from the Effective Date or over seven (7) years from the Effective Date, whichever is shorter. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon execution of this Agreement. We will provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in this Agreement within thirty (30) days thereof. We agree that our insurance is primary for claims under our Commercial General Liability or Automobile Liability policies that arise out of or relate to this Agreement and are between us and you.

SECTION I – GENERAL TERMS AND CONDITIONS

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

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

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

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

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition

will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

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

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

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

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

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

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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

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

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an

employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

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

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

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

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.

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

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

22. Contract Documents and Order of Precedence. This Agreement includes the following Exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

In the event of a conflict in the various contract documents listed above, the conflicting language will be interpreted and resolved according to the following order of precedence:

a. License and Services Agreement
b. Exhibit A (Investment Summary) and Exhibit E (Statement of Work)
c. Exhibit B through Exhibit D

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

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

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

City of Costa Mesa, California

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Economic & Development Services Director

Exhibit A
Investment Summary

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

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Quoted By:	Chuck Newberry
Date:	4/22/2019
Quote Expiration:	12/31/2019
Quote Name:	City of Costa Mesa-LGD-EG-PLM
Quote Number:	2017-41564
Quote Description:	City of Costa Mesa- Option 1 - On-Prem

Sales Quotation For

City of Costa Mesa
PO Box 1200
Costa Mesa, CA 92628-1200
Phone +1 (714) 754-5223

EnerGov Purchase

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Fire Station License (unlimited users per station)	$199.00	6	$14,328.00
Tyler University-EnerGov Access	$333.00	1	$4,000.00
Sub-Total:			$18,328.00
Less Discount:			*$720.00*
TOTAL:			**$17,608.00**

EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
Core Software:				
EnerGov Business Management Suite	$2,999.00	6	$17,994.00	$3,600.00
EnerGov Community Development Suite	$2,765.00	64	$176,960.00	$35,392.00
Extensions:				

EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
EnerGov Central Cashiering SDK	$7,500.00	1	$7,500.00	$1,500.00
EnerGov Citizen Self Service - Business Management	$29,999.00	1	$29,999.00	$6,000.00
EnerGov Citizen Self Service - Community Development	$29,999.00	1	$29,999.00	$6,000.00
EnerGov Community Development SDK	$10,000.00	1	$10,000.00	$2,000.00
EnerGov e-Reviews	$59,999.00	1	$59,999.00	$12,000.00
EnerGov IG Workforce Apps	$999.00	36	$35,964.00	$7,200.00
EnerGov Intelligent Automation Agent	$0.00	1	$0.00	$0.00
EnerGov Intelligent Objects	$0.00	1	$0.00	$0.00
EnerGov My GovPay	$0.00	1	$0.00	$0.00
EnerGov Report Toolkit	$7,000.00	1	$7,000.00	$1,400.00
EnerGov VirtualPay	$0.00	1	$0.00	$0.00
Citizen Self Service - Tyler 311 & Click2report	$29,999.00	1	$29,999.00	$6,000.00
Tyler GIS	$35,000.00	1	$35,000.00	$7,000.00
Sub-Total:			$440,414.00	$88,092.00
Less Discount:			*$53,108.00*	*$0.00*
TOTAL:			**$387,306.00**	**$88,092.00**

EnerGov Annual Services

Description	Users/Units	Annual Fee
EnerGov Assist Complete	1	$30,000.00
TOTAL:		**$30,000.00**

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Custom Report Development (3 pack)	1	$9,000.00	$9,000.00	$0.00
Data Conversion Services	1		$102,000.00	$0.00
Dynamic Reports Modifications (10 pack)	1	$5,000.00	$5,000.00	$0.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Fundamentals Review	40	$175.00	$7,000.00	$0.00
Letters and Forms Development (5 pack)	1	$6,250.00	$6,250.00	$0.00
Professional Implementation Services	1272	$175.00	$222,600.00	$0.00
Project Management Services	454	$175.00	$79,450.00	$0.00
Training & Production Support Services	280	$175.00	$49,000.00	$0.00
TOTAL:			**$480,300.00**	**$0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS	$0.00	$17,608.00
Total Tyler Software	$387,306.00	$118,092.00
Total Tyler Services	$480,300.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Contract Summary Total	**$867,606.00**	**$135,700.00**
Estimated Travel Expenses	**$34,000.00**	
Contract Total	**$901,606.00**	

Recuring Fees:

Year 1	$17,608.00
Year 2	$142,485.00
Year 3	$149,609.00

Optional EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
Extensions:				
EnerGov IVR	$35,999.00	1	$35,999.00	$7,200.00
Sub-Total:			$35,999.00	$7,200.00

Optional EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
	Less Discount:		*$4,320.00*	*$0.00*
	TOTAL:		**$31,679.00**	**$7,200.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov Assist Complete	$0.00	$0.00	$0.00	$30,000.00	$0.00	$30,000.00
EnerGov Business Management Suite	$17,994.00	$0.00	$17,994.00	$3,600.00	$0.00	$3,600.00
EnerGov Central Cashiering SDK	$7,500.00	$900.00	$6,600.00	$1,500.00	$0.00	$1,500.00
EnerGov Citizen Self Service - Business Management	$29,999.00	$6,000.00	$23,999.00	$6,000.00	$0.00	$6,000.00
EnerGov Citizen Self Service - Community Development	$29,999.00	$3,600.00	$26,399.00	$6,000.00	$0.00	$6,000.00
EnerGov Community Development SDK	$10,000.00	$1,200.00	$8,800.00	$2,000.00	$0.00	$2,000.00
EnerGov Community Development Suite	$176,960.00	$21,248.00	$155,712.00	$35,392.00	$0.00	$35,392.00
EnerGov e-Reviews	$59,999.00	$7,200.00	$52,799.00	$12,000.00	$0.00	$12,000.00
EnerGov IG Workforce Apps	$35,964.00	$4,320.00	$31,644.00	$7,200.00	$0.00	$7,200.00
EnerGov Intelligent Automation Agent	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EnerGov Intelligent Objects	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EnerGov My GovPay	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EnerGov Report Toolkit	$7,000.00	$840.00	$6,160.00	$1,400.00	$0.00	$1,400.00
EnerGov VirtualPay	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Citizen Self Service - Tyler 311 & Click2report	$29,999.00	$3,600.00	$26,399.00	$6,000.00	$0.00	$6,000.00

EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
Tyler GIS	$35,000.00	$4,200.00	$30,800.00	$7,000.00	$0.00	$7,000.00
TOTAL:	**$440,414.00**	**$53,108.00**	**$387,306.00**	**$118,092.00**	**$0.00**	**$118,092.00**

Optional EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov IVR	$35,999.00	$4,320.00	$31,679.00	$7,200.00	$0.00	$7,200.00
TOTAL:	**$35,999.00**	**$4,320.00**	**$31,679.00**	**$7,200.00**	**$0.00**	**$7,200.00**

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

Scope of Services:

¢ Project Management Services = 454 resource hours
¢ System Configuration Services = 1,272 resource hours
¢ Fundamentals Training = 40 resource hours
¢ End User Training & Production Support = 280 resource hours
¢ Report Development Services = See details on quote
¢ Data Conversion Services = 408 resource hours (Fixed Cost)
¢ Travel Expense Estimate based on 20 on-site trips (where a "trip" is defined as onsite travel of up to five business days)

- NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

¢ Unique Business Transactions in Scope (Tyler) = up to 18 Transactions
¢ Unique Business Transactions in Scope (Shared) = up to 30 Transactions
¢ BMP Business Transactions in Scope (Tyler) = up to 10 Transactions
¢ Geo-Rules within Scope (Tyler) = up to 15 Geo-Rules
¢ Geo-Rules within Scope (Shared) = up to 5 Geo-Rules
¢ Intelligent Objects and IAA's within Scope (Tyler) = up to 30 IO/IAA
¢ Custom Reports/Output documents within scope = See details on quote
=¢ Integrations within scope = 1 integration within Scope (agency to leverage TCM API - Laserfiche - to be developed
¢ Data Conversion Sources within scope = Up to 4 large Data Sources and other minor data sources (Permits Plus, HDL, RMS, QAscend, additional smaller excel files or text files). This is a f

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

   1.1 *License Fees*: License fees for the Tyler Software will be invoiced and paid in accordance with the payment schedule shown below:

Milestone	**Payment Amount**
Contract Fully Executed – 15% of License Fees	$58,096.00
Date when Tyler Makes Tyler Software Available for Downloading – 55% of License Fees	$213,019.00
Earlier of Date the City's first use of the Tyler Software in live production or 15 months from the Effective Date – 30% of License Fees	$116,191.00
Total License Fees for Tyler Software	**$387,306.00**

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) fifteen (15) months from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, increases to your annual maintenance and support fees will be limited as shown below. Tyler and the Client will negotiate in good faith the increases to maintenance and support fees for Year 9 and beyond.

Year	Increase Limit
2	Year 1 Maintenance fee plus an additional three percent (3%) over the Year 1 Maintenance Fee listed in the Investment Summary.
3	Year 2 Maintenance fee plus an additional three percent (3%) over the Year 2 Maintenance Fee.
4	Year 3 Maintenance fee plus an additional three percent (3%) over the Year 3 Maintenance Fee.
5	Year 4 Maintenance fee plus an additional three percent (3%) over the Year 4 Maintenance Fee.

6	Year 5 Maintenance fee plus an additional five percent (5%) over the Year 5 Maintenance Fee.
7	Year 6 Maintenance fee plus an additional five percent (5%) over the Year 6 Maintenance Fee.
8	Year 7 Maintenance fee plus an additional five percent (5%) over the Year 7 Maintenance Fee.

1.3 *Subscription Fees*: Your initial subscription fees for EnerGov Fire Station License, Tyler University-EnerGov Access and EnerGov Assist Complete are invoiced fifteen (15) months from the Effective Date. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates, subject to the increase limits that apply to maintenance fees as set forth in Section 1.2 above.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training and consulting)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Conversions.* Fixed-fee conversions are invoiced as follows:

Description of Milestone	**Payment Amount**
Data Conversion Utility mapping document created and validated. Initial Data conversion iteration completed. – 50% of fixed cost	$51,000.00
Data Conversion acceptance testing issues addressed and accepted. - 50% of fixed cost.	$51,000.00

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

2.4 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

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

Acceptance of Change Management Discovery Analysis	15%

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

3. Third Party Products.

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

   3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

   3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Tyler will submit to Client a budget outlining estimated travel expenses prior to each travel commitment. City will reimburse Tyler for actual and reasonable travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, the current version of which as of the Effective Date is set forth in Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs will be provided to the extent they are available.

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

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

separately.

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes 15 months after the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process, Schedule 1:

   3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

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

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services

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

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process, Schedule 1; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then-current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C, Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four (4) US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

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

Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

Tyler Technology's software support consists of four (4) levels of personnel:

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

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

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

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

Remote Support Tool

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

Exhibit D
MyGovPay/VirtualPay and IVR

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

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

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

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

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

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

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

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

Tyler's VirtualPay (retail card present)

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

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

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

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

Exhibit E
Statement of Work

[Remainder of page intentionally left blank]

Statement of Work

Tyler Technologies

Prepared for:

City of Costa Mesa

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Prepared by:

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Costa Mesa 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

This Statement of Work includes the following attachments, which are attached hereto and incorporated herein by reference:

Attachment 1: Requirements List
Attachment 2: Current Workflow
Attachment 3: Current Data Flow Chart
Attachment 4: Draft Permit Type List

The attachments are provided for reference purposes and are not intended to provide an exhaustive list of the requirements set forth therein.

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
EnerGov	Business Management
EnerGov	Central Cashiering SDK
EnerGov	Citizen Self Service- Community Development
EnerGov	Citizen Self Service- Business Management
EnerGov	Central Cashiering SDK
EnerGov	Community Development SDK
EnerGov	eReviews
EnerGov	iG Workforce Apps
EnerGov	Intelligent Automation Agent
EnerGov	Intelligent Objects
EnerGov	MyGovPay
Energov	Report Toolkit
EnerGov	Virtual Pay

EnerGov	Citizen Self Service – Tyler 311 & Click2Report
EnerGov	GIS
EnerGov	Tyler University

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Established during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. Implementation averages about a year and a half. Once the contract is signed and routed internally within Tyler, a Project Manager will be assigned and engage approximately 3 – 4 months from contract signing to begin the Initiate and Plan stage. Between contract signing and initial engagement with the assigned Project Manager, Tyler will work with the City to ensure the Initiate & Plan Stage starts off well. This will include providing documentation for review in preparation for engagement.

This project timeline is based on the average time each phase takes.

Initiate & Plan	October 2019 – March 2020
Assess & Define	March – April 2020
Build & Validate	April – October 2020
Final Testing & Training	October – December 2020
Production Cutover	December 2020 – January 2021
Closure	January 2021 – March 2021

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project 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 sponsors also act as the final authority on all escalated project issues. The executive sponsors engage 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(s) will be in constant communication with the City's project manager and 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 Steering Committee, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for the representative for implementation management will be provided and available to the project team.

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be acknowledged and accepted following the process below. Acknowledgement is merely to recognize that the item has been received and will be reviewed by the City to determine acceptance. Acceptance requires a formal sign-off on the applicable document provided by Tyler and signifies the completion of a task or deliverable. The signature will be provided by the Project Manager or an Executive Sponsor. Acknowledgment is either an email or approved meeting minutes. The City's Project Manager or Executive Sponsor must be the signee or author of any actions taken either for acknowledgment or acceptance. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have seven (7) business days from the date of confirmed delivery, or as otherwise mutually agreed upon by the parties in writing, to accept, not accept, or acknowledge each Deliverable or Control Point. If the City does not provide acceptance, notification of non-acceptance, or acknowledgement within seven (7) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler will notify the designated Executive Sponsor who will have the same timeframe to receive and review the Deliverable or Control Point and if no response is given it may be deemed accepted. The City can also preemptively request a hold on a deliverable or control point and no items related to that stage, deliverable, or control point are automatically accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within fifteen (15) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have seven (7) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification within fifteen (15) business days of reasons for rejecting the milestone. The City must provide acceptance within seven (7) business days, or the otherwise agreed upon timeframe, unless the deficiency has not been satisfactorily remedied, not to be unreasonably withheld. If the City does not provide acknowledgement for Control Point within seven (7) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler will notify the designated Executive Sponsor who will have the same timeframe to receive and review the Deliverable or Control Point and if no response is given it may be deemed accepted. If needed, the City can also preemptively request a hold on a deliverable or control point. If such hold is requested, no items related to that stage, deliverable, or control point will be automatically accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City and Tyler have the ability to allocate additional resources if needed. The City also ensures the alignment of their budget and Scope expectations associated with the agreed upon Investment Summary and related implementation services by Tyler.
- The investment summary is consistent with this scope of work.
- Tyler will provide all required items Attachment 1: Requirements List.
- Tyler will configure a system which will have an appropriate workflow for the variety of permit, application, citation, and license types shown in attachment B: Costa Mesa Types List
- Tyler will configure a system that can address all workflow related jurisdictional requirements, policies, and procedures in relation to the entitlement, permit, licensing, and citation processes. The City has provided Attachment C: Costa Mesa Current Workflow to provide clarity on this point.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- All deliverables or requests that would require acceptance or acknowledgement will be sent to the City's Project Manager and any other person the City designates.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City's Project Manager(s) a minimum of fifteen (15) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.

- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.

- If the City is operating on recommended hardware, software, and internet requirements the response time from the software configured to meet the City's scope of work should meet or exceed industry standards. These response time expectations are for both onsite and remote access use. Response times throughout the system should be fairly consistent but prioritizing quicker response times for uses that might occur in front of a member of the public or conducted multiple times a day if fine. The usability of the must be high. The City and Tyler will determine a maximum response time which is appropriate for this system during the initiation phase.

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

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process. The City and Tyler could agree to exchange one unexecuted service for another one outside of scope where appropriate.

- The City and Tyler will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

- To meet prerequisites for meetings and key deliverable dates Tyler's project management team will commit to a quick response time with a maximum wait time of 24 hours for a response to emails or phone calls in regards to these items. Other non-critical communication will have a response time with a maximum wait time of 48 hours or what is mutually agreed upon by both Tyler and the City.

- The system will have complete integration with Blue Beam, ArcGIS, and Laserfiche.

- The system has bidirectional functionality with ArcGIS which includes cross surfacing information between applications.

3.2 Data Conversion

- The City has elected for Tyler to perform the StandardFull Data Conversion for their legacy systems. This means that Tyler will be responsible for most of the activities that relate to performing the data conversion.

    - Converting all data from the City's Permits+, HDL, QAscend, RMS, and a collection of excel workbooks which has been used to store land management relevant information.

    - Review and give guidance of legacy sources

- Develop the conversion scripts to populate the Data Conversion Template Database (DCT-DB) with the different Legacy sources
- Generate the Data Conversion mapping document
- Populate the Data Conversion mapping document based on known information and collaborate with the City to obtain any necessary for the conversion.
- The data conversion will go through multiple conversion tests to ensure that the data converted to the new system is as accurate as possible.
- All legacy data must go through a minimum of 4 data conversion iterations.
- The conversion from each existing system is converted over into the new system which may include correspondence tables of converting data from a legacy system to the new system in sub-groups to ensure accuracy and precision. Tyler will lead with close collaboration with the City on any potentially holistic or macro modifications to the legacy data to ensure better conversion.
- Giving a new taxonomy number to each record in the system that is consistent with Attachment 4 Permit Types and keeping the legacy reference number as well for each application, permit, license, case, and citation.

- The City's responsibilities within a Full data conversion will include:
  - Providing backups of the legacy systems (in the appropriate format for each system, ex. SQL)
  - Providing screen shots of end user screens from the legacy systems to identify fields
  - Answer questions provided by Tyler to ensure accuracy of legacy information
  - Review completed mapping document and answer any missing mappings that may exist due to mismatch in verbiage between the legacy system and the new EnerGov configuration
  - Potential minimum data clean-up to ensure a better conversion. This only applies to situations where the data clean-up is necessary due to end-user data-entry error and the City agrees to complete the edits.
- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System databases and associated records submitted for conversion will be provided in consistent format.

- The City understands the Legacy System data extract(s) 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 in the Legacy System, at the guidance of the Tyler Implementation Data Services team, prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

- What will not be included within a Tyler Full Conversion:

    - Live workflows: legacy workflow will make it over during the conversion, however active permits will still require manual manipulation to bring them to fully operational.

    - 1 to 1 mapping from legacy system to EnerGov configured system. There will be general rules to optimize conversion efficiencies.

- Post scripting to the conversion will be done if applicable and mutually agreed upon by Tyler and the City to assist in ensuring better mapping or data integrity for the legacy data. (Example but not limited to: adjusting the parcel numbers after the conversion is complete to ensure all the data in EnerGov have appropriate parcel number formatting)

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data, with exception of the data included in the data conversion, received conforms to a Tyler standard format, provided by Tyler in advance of data extraction.

- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.

- 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. This is two stay clear of customization, but if the system can be configured to accommodate desired business process Tyler is expected to be able to accommodate those processes and provide a system with an industry standard response times.

- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

- The City expects the new system to be able to accommodate or improve upon the data workflow presented in Attachments 3 Data Workflow.

- Tyler will generate the reports and templates that the City selects as long as they fall within the outlined scope and with an expectation of Tyler support being available to assist staff as they generate the additional reports necessary for the system to go live.

- Tyler will provide the up to date API that works between Energov and Laserfiche and ensure its standard functionality for the integration. The 3rd party developer will develop against the Tyler provided API. Tyler's Project Manager will ensure collaboration between Tyler's development and 3rd party developer should any technical support be required. Tyler will facilitate a successful implementation of an integration between Energov and Laserfiche.

- The system will have complete integration with Blue Beam, ArcGIS, and Laserfiche.

- The system has complete bidirectional transformation of data between Energov and ArcGIS Enterprise which includes and is not limited to cross surfacing information between applications. GIS layers served up to the Tyler system can be edited and updated within Energov and information from Energov can be edited and updated in ArcGIS.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.

- Tyler will ensure that the City will be on the latest LTS release prior to User Acceptance testing. Tyler will ensure that all major end user screens within each module will be off of Silverlight and that all configuration screens will be able to transition off of Silverlight during implementation or support will be given to transition to non-silverlight screen after the implementation If necessary.

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

- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications. Compliance with all minimum standards will be verified by Tyler in the first phase of this project by Tyler.

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both on-site and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the

City will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version Tyler is providing.
- The City testing database contains the Tyler software version required for delivery of any custom modification that was developed for the implementation prior to any education to the SMEs.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.
- Training shall be provided to all users and all training shall be provided to the Stakeholder team which is essentially two or three staff selected representatives from IT, Finance , Planning, Building, Code Enforcement, Engineering, Transportation, Fire, Web Administration, and Community Services.
- Training will be provided by Tyler Trainers at the beginning of the process to introduce the software and enrich the feedback provided by City staff during the initiate and assess phases, throughout the process to ensure that the familiarity of the system continues to grow and at the end to ensure that that all users are ready for launching the system.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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

* - If included in project scope

4.2 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 implementation management plans, 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.

4.2.1 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 provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City, referred to as "Client" in the following tables, to establish the date(s) for the Project/Phase Planning session.

Tyler Project Manager will work with City staff to ensure that progress on this implementation can be made while the City is acquiring and installing the hardware and ArcGIS Enterprise platform required for this implementation. As part of this process a meeting between City Steering Committee and the Implementation and Sales teams of Tyler will be held to make sure that the scope of work and financial understandings are consistent from one team to another.

Tyler Project Manager will provide detailed instructions to the stakeholder group as to how to fill the initial project documents.

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			I								

Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. With guidance from Tyler, the City 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. City staff estimates that the acquisition and installation of the hardware and ArcGIS Enterprise platform should take 3 to 4 months. The acquisition of this hardware and software will not be conducted through Tyler and will commence immediately following the finalization of the contract.

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		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

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

Tyler Project Manager will provide a couple of examples of an Implementation Management Plan prior to seeking input from the City on the proposed management plan for the City's implementation.

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				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined. The detailed project schedule will be clear on the tentative dates as to when Tyler will be onsite and when significant deliverables will be expected so divisions can appropriately prepare for those site visits and additional workload.

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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 Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

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. Initial training will be conducted so each final member of the Stakeholder group will have enough familiarity with the system to be able to provide valuable feedback and input. This training will include all aspects functionality staff will be expected to provide input on or assist in configuring.

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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	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I	I	I

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

- Initial Project Documents
    - Objective: Tyler provides initial documentation to the City in order help them gather basic information as well as gain a better understanding of what to expect and plan for.
    - Scope: Tyler will post corresponding documentation onto the SharePoint site that will include but not limited to: ERDs, user guides, project guidebooks, setup guides, sample definition questionnaires, general info questionnaires, etc.
    - Teleconference and presentation will be given to assist Stakeholder in understanding how they might be able to help in filling out the project documents.
    - Acceptance criteria: City receives and reviews initial project documentation
- System Hardware Specifications
    - Objective: Tyler PM sends system hardware specification to the City
    - Scope: Delivery of System Hardware specifications document and collaboration with technical staff to ensure that the City is meeting hardware specifications for recommended hardware not just required hardware specifications.
    - Acceptance criteria: City reviews and acknowledges System Hardware Specifications
- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
    - Scope: The Implementation Management 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. Examples of previous Management Plans will be provided in advance.
    - Acceptance criteria: City reviews and approves Implementation Management Plan
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates. Site visit dates and deliverable dates will be as specific as possible to assist division to plan appropriately.
    - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.
- Stakeholder Presentation
    - Objective: Tyler to hold either a remote or on-site presentation with the City stakeholders to ensure alignment of expectations in preparation for Assess and Define
    - Scope: 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)
        - Training on the existing system to enrich understanding and assist in higher value input.

    - Acceptance criteria: Stake holder presentation is held

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 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 Software. 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.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs. Sufficient sessions will be conducted to ensure that all stakeholders, power users, and subject matter experts are provided the training onsite with the above mentioned materials and live demos in the training center.

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4.3.2 Current/Future State Analysis

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		C				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

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

This work will be done in close collaboration with Tyler's implementation consultant and the City's Project Manager and Functional Leads. Tyler's team will provide the City with flowchart examples of other implemented systems so we can compare with the City's current process.

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STAGE 2	Current/Future State 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
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons and implications of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system. The Data Conversion Planning document will represent Tyler performing a Full Conversion.

This work will be done in close collaboration with Tyler's implementation consultant and the City's Project Manager and Power Users and Technical Leads.

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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		
Map data from Legacy System to Tyler system			I	A	R							I	C					C		
Pull conversion data extract			I		C							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		C							A	C		R			R		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	R							A	C		C			c		

4.3.4 Standard 3rd Party Data Exchange Planning

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

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the 3rd party program operates or accesses the data correctly.

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

This work will be done in close collaboration with Tyler's implementation consultant and the City's Project Manager and Technical Leads.

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STAGE 2	Standard 3rd Party Data Exchange 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 Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	R								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

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

This work will be done in close collaboration with Tyler's implementation consultant and the City's Project Manager and Power Users and Technical Leads.

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STAGE 2	Modification Analysis & Specification, if contracted																			
	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			I	A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

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

This work will be done in close collaboration with Tyler's implementation consultant and the City's Project Manager and Power Users and Technical Leads.

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			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
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		

4.3.7 System Deployment

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

This work will be done in close collaboration with Tyler's Technical Support and the City's Project Manager and Technical Leads.

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		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

- Fundamentals Materials
    - Objective: Tyler to provide fundamentals materials to the City prior to performing the fundamentals review activity
    - Scope: Delivery of Fundamentals material and onsite training.
    - Acceptance criteria: City receipt of Fundamentals materials and prerequisites and onsite training is complete.
- Current/Future State Analysis material
    - Objective: Provide the City with the analysis questionnaires that will be used for the current/future state analysis.
    - Scope: City to take documentation and review to ensure clarity and understanding of expectations during Assess and Define discussions of processes.
    - Acceptance criteria: City receives and acknowledges Current/Future State Analysis material.
- Completed analysis Questionnaire
    - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Future state decisions recorded
    - Objective: Gather and document information related to future state decisions that are not already included in the completed analysis questionnaires.
    - Scope: Provide a list of future state decisions on sharepoint that were not included in the completed analysis questionnaires
    - Acceptance criteria: City acceptance of Future state decisions made.
- Data conversion summary and specification documents
    - Objective: Define data conversion approach and strategy.
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions
- Standard 3rd Party Integration Specification
    - Objective: Provide documentation related to in scope integrations that will be developed by Tyler

    - Scope: Specifications are written to integrate with the following 3rd Party system:
        - Laserfiche
    - Acceptance Criteria: Integration Specification document reviewed and approved by the City

- Modification specification documents, if contracted

    - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
    - Scope: Design solution for Modification.
    - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.

- Completed Forms options and/or packages

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

- Installation checklist

    - Objective: Installation of purchased Tyler software.
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
    - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review and training is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

This work will be done in close collaboration with Tyler's Technical Support and the City's Project Manager and Stakeholder team/Power Users.

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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			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance. Multiple full data conversions shall occur during this process to ensure that the City obtains the process which generates the highest level of accurate conversion.

This work will be done in close collaboration with Tyler's Technical Support and the City's Project Manager and Technical Leads.

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
Write and run data conversion program against Client data		A	I	C	R													C		
Refinement and continued population of the Data Mapping document		I	A	C	R							I	C		C			C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange. Tyler will oversee the data exchange over the Laserfiche integration and will coordinate the training, activities, and testing for this integration.

This work will be done in close collaboration with Tyler's Implementation Consultant and the City's Project Manager and Power Users, and the 3rd Party providing the Laserfiche integration.

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

STAGE 3	Standard 3rd Party Data Exchange 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
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

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

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		

4.4.5 Forms & Reports Validation

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

This work will be done in close collaboration with Tyler's Technical Support and the City's Project Manager and Technical Leads.

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		
Development of Custom Forms & Reports			A	C		R						I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

- Configuration of processes
    - Objective: Complete configuration based on definition documentation
    - Scope: Configuration of processes to be completed by both Tyler and the City
    - Acceptance Criteria: Tyler demonstrates validation of configuration completion for processes they own while the City demonstrates validation of configuration completion for processes that are City owned
- Initial data conversion
    - Objective: Convert Legacy System data into Tyler system.
    - Scope: Data conversion program complete; deliver converted data for review.
    - Acceptance criteria: Initial error log available for review and City's acceptance of methodology for data conversion.
- Data conversion verification document
    - Objective: Provide instructions to the City to verify converted data for accuracy.
    - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
    - Acceptance criteria: City accepts data conversion delivery; City completes data issues log.
- Development of 3rd Party Integrations
    - Objective: Tyler develops in scope integrations with 3rd party system
    - Scope: Develop 3rd Party integration for:
        - Laserfiche –the responsibility will lie with Tyler to ensure completion of the integration by the 3rd Party vendor
    - Acceptance Criteria: Delivery of Integration(s) results in objectives described in City-Signed Specification.
- Installation of Modifications on the City's server(s)
    - Objective: Deliver Modification(s) in Tyler software.
    - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
    - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard & Custom Forms/Reports Delivered
    - Objective: Provide Standard and Custom Forms / Reports for review.
    - Scope: Installation of all Standard and Custom Forms / Reports included in the Agreement.

- Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4

4.5 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 the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

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

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		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

This testing will include the successful configuration of the system, successful development of necessary reports, the successful development and integration to Laserfiche, a successful integration with Bluebeam for electronic plan review, and a successful bidirectional integration with ArcGIS Enterprise as described in the statement of work section 3.3.

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

STAGE 4	User Acceptance Testing (UAT)																			
	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 Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Deliver Training Plan and End User Training agenda			R	C							I	C	I		I	I	I			
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

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

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

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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 additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
    - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
    - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
    - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
    -
- User Acceptance Test Plan
    - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
    - Scope: Testing steps for Standard business processes.
    - Acceptance criteria: Testing steps have been provided for Standard business processes.
- Training Plan & End User Training Agenda
    - Objective: Provide the training plan and schedule for End User training
    - Scope: Provide standard documentation reflecting the training plan and the Agenda for end user training based on modular training. Collaborate with the City to understand class sizes and functional class needs. The Training Plan will also include the trainings to be completed by the City where applicable
    - Acceptance criteria: City approval of the Training Plan & End User Training Agenda

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

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

4.6.1 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.

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			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

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

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		

4.6.3 Transition to Tyler Support

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

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

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			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

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

This requires close collaboration with Tyler's Project Manager and City's Project Manager.

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

STAGE 5	Schedule Post-Production Services, if applicable																			
	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 topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion
    - Objective: Ensure (in Scope) Legacy System data is available and accurate in Tyler software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase.
    - Acceptance criteria: Data is available and accurate in production environment.
- Support transition documents
    - Objective: Define strategy for on-going Tyler support.
    - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
    - Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns a Project Manager prior to the start of the Project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles. Tyler will make it top priority to ensure that their project manager and the Tyler Implementation Consultant and any team members they select will be with the City through the duration of the implementation or through the entire scope of the role they are assigned.

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s).

    - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning

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

- Implementation Management

    - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
    - Establishes and manages a schedule and resource plan that properly supports the Project Plan 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 Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on-site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.1.7 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.

5.1.8 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- 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.
- Populates the data conversion mapping document to about 70% completion prior to asking for clarification or assistance from the City
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

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 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.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

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

5.2.3 City Project Manager

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

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures invoicing and Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Signs off on contract milestone acknowledgment documents.
    - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
    - Review and acknowledge Implementation Management Plan.
    - Defines project tasks and resource requirements for City project team.
    - Collaborates in the development and approval of the initial Project Plan and Project Plan.
    - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
    - Tightly manages Project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.

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

- Team Management

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

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- Task completion
- Stakeholder Presentation
- Implementation Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- 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.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

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

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.

- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures on-site 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.
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	A term used for developing setup of an application through the user interface without having to develop modification of the software code.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client 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.
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 to provide individual client requirements documented within the Scope of the Agreement. This refers to customization of code in the software that requires developer time.
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 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	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.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
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.

7 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

- Perpetual License: Tyler makes the licensed software available on the project SharePoint site for downloading.
- Estimated Timeline of 18 months

7.1.1 "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

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

7.1.2 "Template" transaction is defined by:

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

7.1.3 "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.
• **Filed**	• A custom field or any field inherent in the EnerGov application can

Mapping	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.).

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

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

7.1.5 "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.

7.1.6 "EnerGov

7.1.7 SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.
  Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

8 EnerGov Conversion Summary

Below is a list of major key fields that Tyler may be asked to convert but it is not a comprehensive list.

8.1 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

8.2 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

8.3 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

8.4 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

R = Required
I = Important
N = Nice to have
E = Explore

City of Costa Mesa, CA

Land Management System Requirements

	Modules
R	**1.** Permitting and Land Management
R	**2.** Electronic Plan Review
R	**3.** Inspections
R	**4.** Code Enforcement
R	**5.** Queries and Reporting
R	**6.** Business License
	Technology
R	**7.** Preference for MS Windows Server 2012 R2 Platform. Moving towards 2016 R2.
R	**8.** Preference for MS SQL Server 2012 R2 database.
	▪ Database: List % of installs by database.
	▪ Platform: List % of installs by platform.
R	**9.** Ability to run on Virtual Machines with VMware.
R	**10.** Multiple Environments; Production, Test, Train, Development. Available for hosted and on-premises platforms.
R	**11.** 100% Web-based architecture.
R	**12.** Compatible with Windows 7 or higher desktop client, 64-bit.
R	**13.** Role-level security to menu and screen level. Ability to mask sensitive fields is Important.
R	**14.** Single sign-on: MS Active Directory, LDAP compatible.
R	**15.** Support user authentication management such as password encryption, password updates every 90 days, etc.
R	**16.** Microsoft Office integration with Word and Excel; mail merge, letters, data extraction, data import, reporting, etc..
R	**17.** Microsoft Outlook and Exchange Server integration for Email and workflow approval. Calendaring is Important.
R	**18.** Integration technologies, e.g. Web Services, SOA, XML, etc.
R	**19.** Experience iintegrating with software listed and method proposed (Web Services, XML, API, etc.):
R	a. ARC
R	b. HdL Business License
N	c. Progressive Solutions – Animal Licensing
R	d. Accela CMConnect (PublicStuff) – Mobile Citizen Request and Code Enforcement
I	e. Zoll RescueNet Fire RMS – Inspection results on Fire Permits
R	f. Laserfiche – Permanent Document Storage
R	**20.** Mobile operating systems and device types supported. Prefer device and operating system agnostic.
R	**21.** Describe functions supported via mobile devices, e.g. approvals, inspection scheduling and resulting, code case entry, etc.

I	**22.** Store and forward mobile data entry for areas with poor or no mobile network connectivity.
R	**23.** Configurable internal and external facing self-service Web Portal for inquiries, Permit applications, plan submittal, inspection scheduling, payments and notifications with customizable look and feel. Describe functions supported.
	General Requirements
R	**24.** Role-tailored home screens or dashboards to present reports, tasks, notifications, etc.; ability to modify to user preferences is Nice to Have.
R	**25.** Assign multiple roles to one user.
R	**26.** Audit Trail with user, date, time stamp throughout all modules. Before/after history.
R	**27.** User configurable menus, screens, fields and tabs.
R	**28.** Searchable online help and user manuals; context sensitive help.
R	**29.** Spell checking in data entry screens, notes, etc.
R	**30.** Define mandatory fields for Permit entry, Permit applications, code case information, mobile inspections, etc.
R	**31.** Rules-based workflow; concurrent, sequential, partial approvals, etc. by type with ability to add a step or approver while in process.
R	**32.** Digital signatures for reviews, approvals, etc.
R	**33.** Rules-based alerts or notifications triggered by actions or dates.
R	**34.** Scan and attach documents to records in multiple formats, from within the application, including PDF, JPEG, TIF, DWG, Word, Excel, etc.
R	**35.** Initiate document search by Parcel ID, address, spatial location or other parameter. Ability to search documents stored outside the system in Laserfiche.
R	**36.** Global record repository of data. Enter field data once, update across all records, modules, and departments.
R	**37.** Configurable forms tools to create electronic applications that can be routed for approval and that update transaction records.
R	**38.** Stay current and in compliance with State and Federal reporting requirements.
	Permitting and Land Management
	Land Records, Master File and Permitting
R	**39.** Consume GIS data including parcel, addressing and zoning from external or internal sources, e.g. County, Real Estate database, etc. Identify source, date last updated, etc.
R	**40.** Tie a Parcel to an Assessor Parcel Number or APN.
R	**41.** Capture Parcel Address, Sub-Division, Legal Description (Plat), Property ID, Geo-parcel ID, Lat./Long coordinates, etc.
R	**42.** Track parcel genealogy and history including parcel changes, street name changes, subdivisions, zoning, parent/child relationships, splits, merges, retired parcels, etc.
R	**43.** Addressing model that supports a hierarchical structure; parcel, building, floor plan, unit. Capture square footage, occupancy data, etc. associated to primary address.

R	**44.** Support parcels with ½ as part of the address line. City uses letters, not fractions, but have inherited addresses with fractions.
R	**45.** Have efficient process to manage creation of records where no parcel number is available; update with actual when available.
R	**46.** Search Parcel records by attribute, e.g. single family dwellings, multi-family, businesses, Sober Living Homes, etc.; display on GIS map.
R	**47.** Filtered or GIS search on addresses by range, odd, even, within a polygon, line/street, buffer zone, etc.
R	**48.** Manage Special or Unique Permit applications; that have a different workflow and spatial information necessary to review: like verify zoning and review for others within 650 feet.
R	**49.** Unlimited Permit types and sub-types with unique fees for each; e.g. Building, Commercial, Residential, Fire, etc.
R	**50.** Creation of non-parcel based Permits; line, polygon, right-of-way, utilities, etc.
R	**51.** Permit cloning; copy one to create one or multiple new ones.
R	**52.** Support Combo Permits.
R	**53.** Default fees based on Permit type with ability to override with permissions; multiple fees per permit.
R	**54.** Multiple fee types at fixed amount or calculation based on variety of factors; per unit multiplier, range or tiered, hours x staff rate, incremental changes in square feet, etc.
R	**55.** Default General Ledger charge code by fee.
R	**56.** Maintain history of fees and fee calculations for a specific record.
N	**57.** Online fee estimator tool for internal and external users.
R	**58.** Date effective fee table updates.
R	**59.** Define Permits allowed for online application by type; required data, required attachments, etc. Electronic creation of Permit based on information provided.
R	**60.** Support zoning review at time of Permit application.
R	**61.** Track multiple contacts for Permit including name, address, email, phone, etc. Types include Applicant, Owner, Contractor, Architect, Electrician, etc.
R	**62.** Define Permitting activity checklists by type; ensure all data is gathered and all steps followed for completion.
R	**63.** Generate a list of required inspections based on Permit type with ability to modify for exceptions.
R	**64.** Capture Permit attributes on a Building Permit; number of sinks, electrical outlets, main panels, sub panels, etc.
R	**65.** Manage total number of Permit type issued to a property or customer in a year; Garage Sale Permits, Banner Permits. Create alert or warning if quantity exceeds number allowed (Nice to Have).
R	**66.** Link related Permits.
R	**67.** Produce required notifications (using editable template, or auto-filled emails to applicants) for specific Permit types based on polygon or buffer zone selection on a map.
R	**68.** Track, manage and report on development Projects.

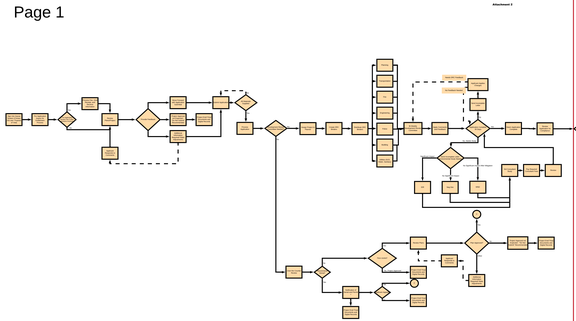
R	**69.** Capture Project contact management data and activities including calls, emails, attachments; property owner, applicant, contractor, sub-contractor, architect, etc.
R	**70.** Track and report on Project status including milestones, hearing progress, due dates, legal notification dates, changes, etc.
R	**71.** Public-facing parcel viewer with ability to control access to certain data, e.g. land zoning and issued Permits only.
R	**72.** Online self-service: View Permit status, inspections results, update contacts, addresses, Contractor information, etc.
R	**73.** Creation, issuance and tracking of parking Permits; long-term renewable and temporary.
	Review
R	**74.** Dashboard view of reviews in progress and required by department.
R	**75.** Manage routing of Permit review to internal and external parties; assign and monitor Permit review due dates.
R	**76.** Online Permit review status queue.
R	**77.** Define library of comments and conditions that can be selected and added to a Permit. Use comments in notifications to applicant.
R	**78.** Cut and paste from Word document or other source and populate fields, notes, etc.
I	**79.** Date and time tracking for review activities related to a Permit or Project to meet Cost Recovery-based fee calculations (for future mandate).
R	**80.** Electronic Plan Review with comments, markup and signature by multiple reviewers (internal and external). Describe tool proposed.
R	**81.** Generate and distribute individual or consolidated Plan Review comment letters and conditions of approval to applicants via letter, email, or both.
R	**82.** Permit corrections or changes trigger workflow for all required approvers.
R	**83.** Disallow Permit generation if mandatory fields, fees, holds, or inspections are missing.
R	**84.** Generate Permit Cards for posting on site with a checklist of required inspections by Permit type.
R	**85.** Date effective Permits with expiration dates and ability to extend expiration date, e.g. 180 days from last inspection.
R	**86.** Alert, notification or report when nearing Permit expiration date (e.g. within 30 days); generate email or notice to customer. Notification via Text message is Nice to Have.
R	**87.** Notify of past-due workflow review to supervisor or designated authority for re-assignment. Automatic escalation to next level approver is Important.
E	**88.** Manage transactions related to Developer Deposits, e.g. initial deposit, Permits issued, draws, refunds, etc.
	Inspections - Building
R	**89.** Define multiple inspection types with category, sub-category and associated fees.

R	**90.** Online Applicant request for inspections and update system with request. Select AM or PM time slot.
R	**91.** Manage online inspection requests; review and approve or re-assign to different inspector or department.
R	**92.** Internal calendar to manage inspection scheduling.
R	**93.** Push notification of scheduled inspector and inspection date to online Applicant portal.
N	**94.** Generate route map using Google Map interface.
I	**95.** Create an electronic packet of documents required for inspection; images, maps, grade plans, improvement plans, etc. with option to print or access via tablet or mobile device.
R	**96.** Attach photos to an inspection via mobile device or upload from shared file.
R	**97.** Library of corrections, comments, conditions, approvals presented in a dropdown menu to select and add to an inspection.
R	**98.** Issue Stop Work order in the field; generate a fee, send a notice, notify other departments for action.
R	**99.** Mobile and in-office update of inspection results; pass/fail, correction notices, re-schedule, status, etc.
I	**100.** Add mass comments, inspection results, corrections, etc. to a tract or Project, with ability to select a range or individual Permits to apply updates to.
R	**101.** Trigger a new Permit or Inspection during resulting process of scheduled Inspection.
R	**102.** Generate Certificate of Occupancy once all inspections are finaled and as-built Plans submitted.
R	**103.** Generate annual inspections for specific Permit types, e.g. Conditional Use Permits.
	Inspections - Fire
R	**104.** Inspection calendaring via MS Outlook.
R	**105.** Assign and schedule inspectors by area, station and work shift.
R	**106.** Define inspection category and frequency based on type, e.g. high rise, hazardous materials, prior inspection, etc.
R	**107.** Define inspection areas by line or polygon.
R	**108.** Define inspection sequence for a multi-tenant building or retail development. Ability to select specific units for random inspection or based on prior history is a plus.
R	**109.** Calculate tiered inspection fees based on square foot range, e.g. 2,500 feet = $50; over 2,500 square feet = $150, etc.
R	**110.** Generate billings for annual Permits or inspections.
R	**111.** Add fees that are fixed amounts and calculated based on actual time incurred.
I	**112.** Schedule and track recurring Fire Permits and inspections.
	Code Enforcement
R	**113.** Unlimited user-defined code case types.

R	**114.** Online citizen access to submit requests or complaints; generate acknowledgment email.
R	**115.** Import staff or citizen complaint/request submitted via mobile device or interface with CM Connect.
R	**116.** Leverage geo-location from Mobile device to pinpoint location of Code violation or complaint.
R	**117.** Convert request/complaint to a Code Case; add results of initial review and investigation.
R	**118.** Add new complaint information to an existing Code Case.
R	**119.** Define zones or areas; assign inspectors to them.
R	**120.** Default assignment of inspector to a Code Case based on zone or type with ability to reassign if required; may include other departments and external agencies.
R	**121.** Ability to keep specific field or tabs of information confidential e.g. disallow public view or block user access based on role, etc.
R	**122.** Visibility to Code Case information: assigned inspector, inspection due date, status, etc. on internal calendar or dashboard widget.
R	**123.** Add attachments to Code Case; e.g. pictures, documents, email, etc. or point to central repository.
R	**124.** Drop-down library or list of corrective actions based on violation type.
R	**125.** Track time between issued Violation Notice and days to next required inspection; trigger reminder when nearing re-inspection date.
R	**126.** Issue and print citations in the field.
R	**127.** Issue citations from mobile devices; assess fine, collect signatures, print, issue, upload to system, etc. Laptop or tablet device.
R	**128.** System-generated forms or letters based on pre-defined template with list of violations, required corrective actions, key dates, etc.
R	**129.** Designate contacts that will be sent notices; property owner, property manager, tenant, all, or select individuals.
R	**130.** Issue and track a Stop Work Order related to a violation; alert or notify Building department.
R	**131.** Identify businesses with Hazardous Materials.
R	**132.** Track Code cases through to resolution with visibility to where they are in the overall process, e.g. appeals, request for hearing, determination, Permit compliance, etc.
R	**133.** Visibility to code case history and active cases on a map.
R	**134.** Generate reports by violation type, category, actions taken, status, litigation, etc.
R	**135.** Generate statistical reports; number of inoperable vehicle in June, number of issued citations, etc.
	Queries and Reporting
R	**136.** Describe end user reporting tools to support standard and ad hoc reporting. The City requires more user-friendly query and reporting tools that are intuitive to the user community. The preference is towards custom or standard reports written by the Vendor at the time of implementation.

R	**137.** Describe user level query tools (i.e. wild card search, drop down lists, etc.) to facilitate look-up by address, parcel ID, owner name, partial address, contractor name, project #, etc.
R	**138.** Reporting across modules on all standard and user-defined fields.
R	**139.** Date-range and parameter-based queries and reports.
R	**140.** Ability to modify standard reports and queries to create and save new ones that can be shared or kept private.
R	**141.** Drill down to source transactions and attachments from queries and reports.
R	**Business License**
R	**142.** Indicate if Business License module is available. City may consider replacing HdL with a solution that provides an integrated suite of Community Development modules.
R	**143.** Add Parcel ID to Business License record and ability to search through GIS.
R	**144.** Define multiple Business License Types.
R	**145.** Customizable Business License format and data elements by type.
R	**146.** Online Business Licensing application submittal and renewals. Review at back office before issuance.
R	**147.** Link or Fetch and save in DB automatically from California Web sites; State Licensing Board and Architects Board for validation of licensed contractors, certified Architects, sales tax remitted, etc.
R	**148.** Track and generate renewal notices based on 12 months from date of business opening.
R	**149.** Sent out email reminders for taxes or licensing fees due; including link to forms and fee schedules.
R	**150.** Manage and report on aging for past due accounts.
R	**151.** User defined reporting of License-related activities to remind users to set up inspections or other activities; such as businesses moved, new businesses, hazardous materials, applications by type, etc.
R	**152.** Process Hotel Transient Occupancy Tax (TOT) as a percentage of gross receipts. Currently managed in Excel.

Page 1



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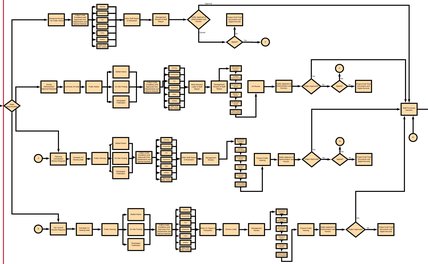

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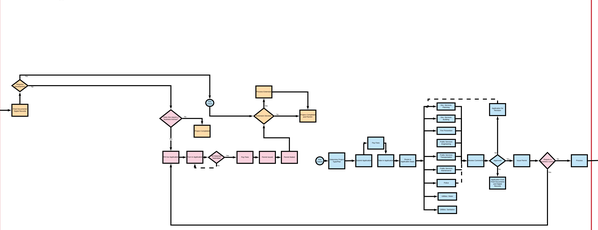

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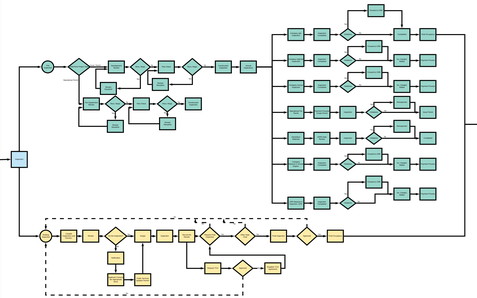

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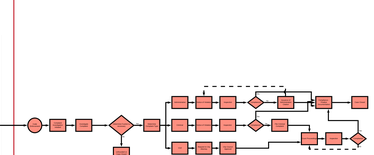
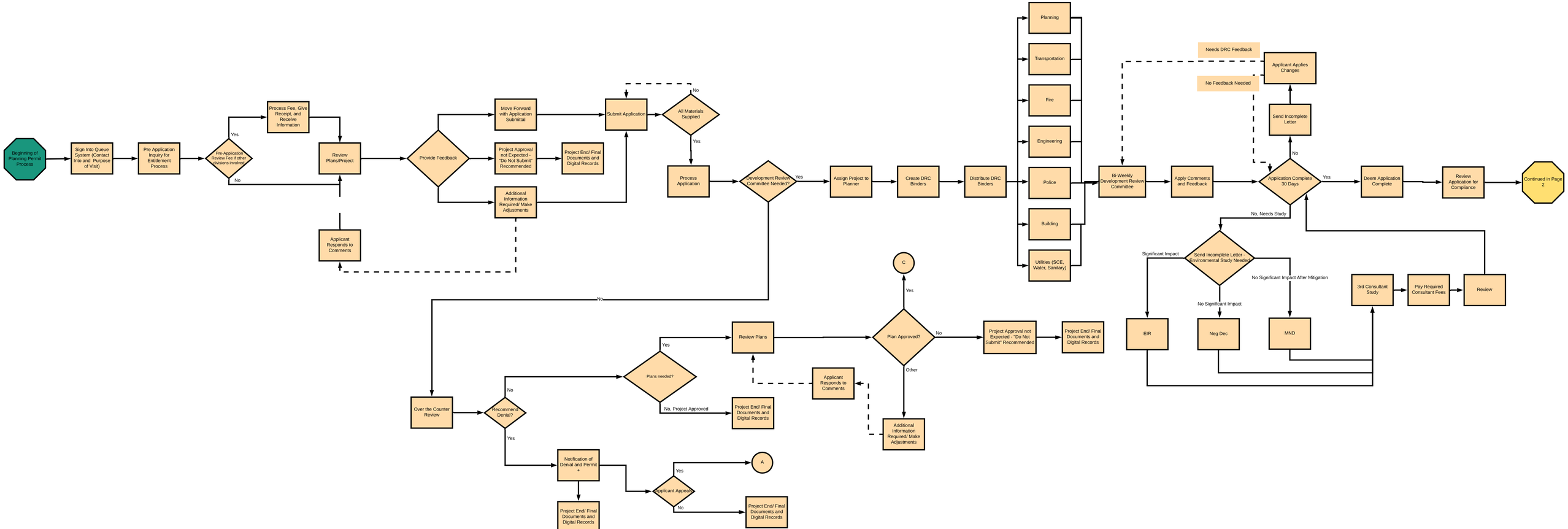
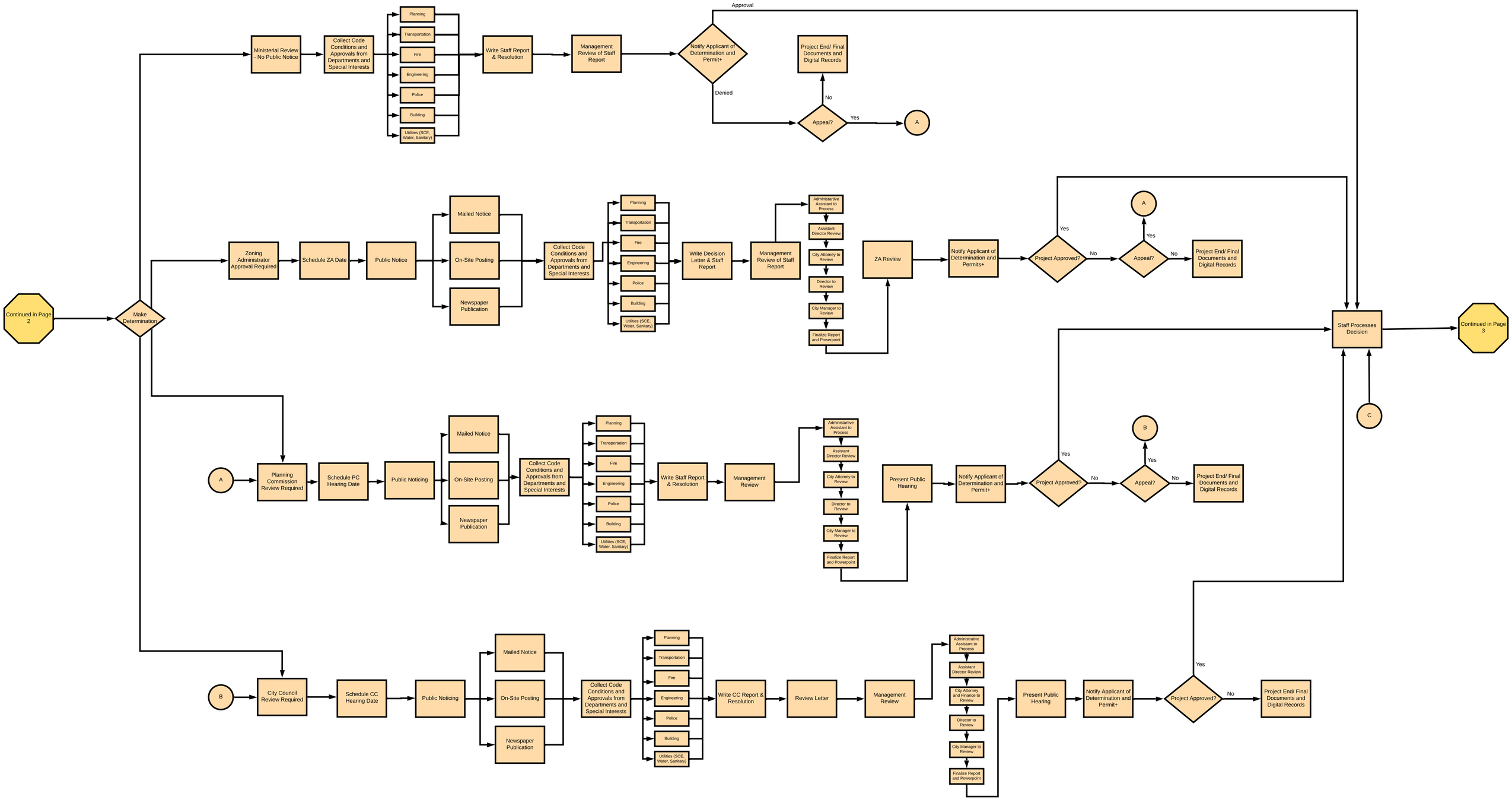
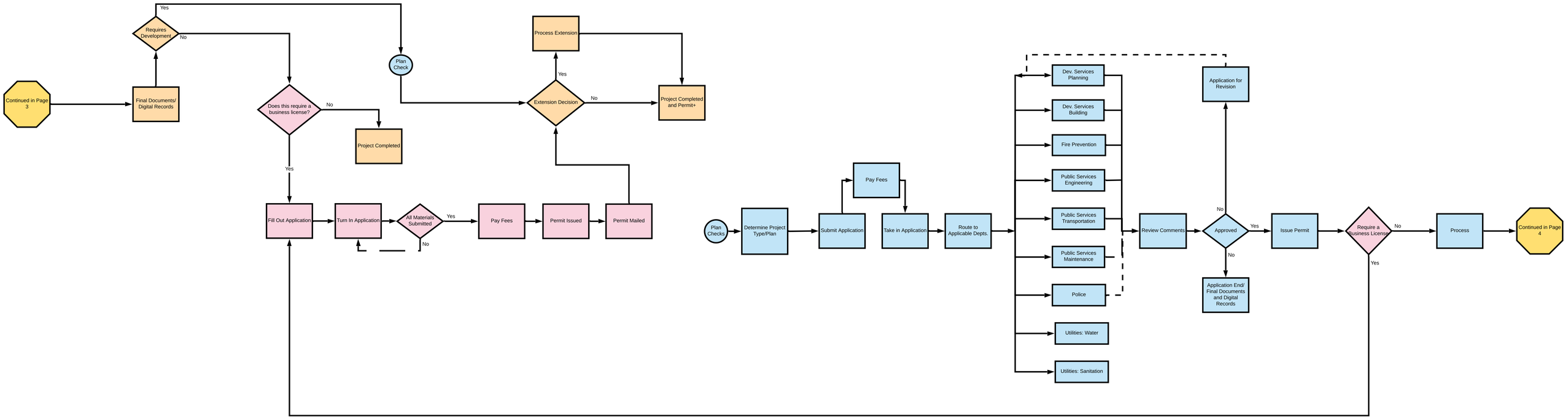
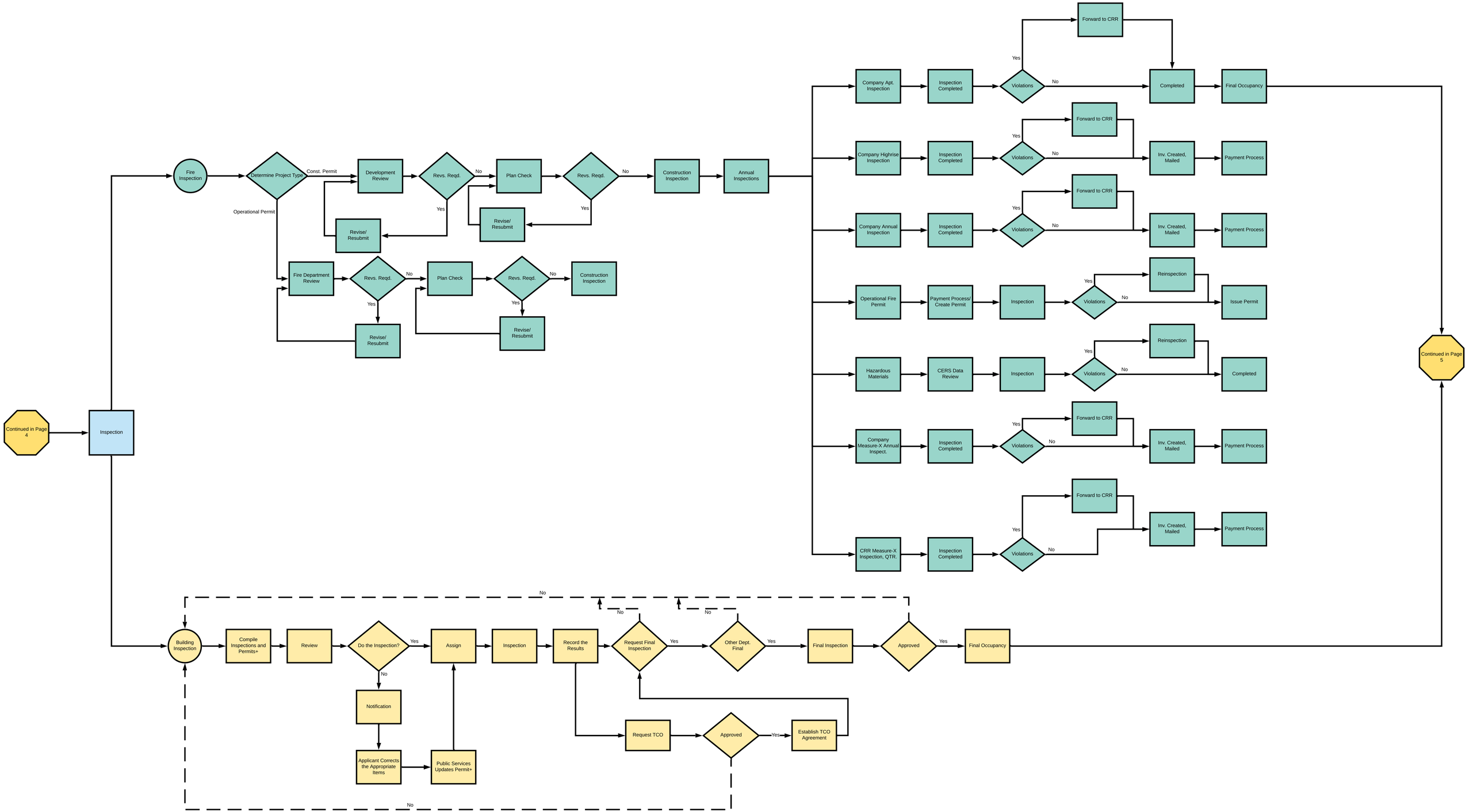
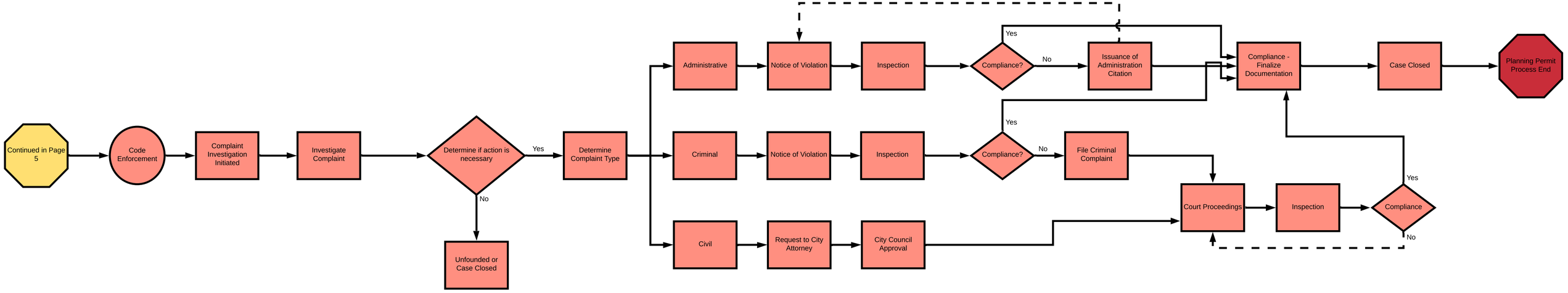



Beginning of Planning Permit Process
Sign Into Queue System (Contact Into and Purpose of Visit)
Pre Application Inquiry for Entitlement Process
Pre-Application Review Fee if other divisions involved
Yes
No
Process Fee, Give Receipt, and Receive Information
Review Plans/Project
Applicant Responds to Comments
Provide Feedback
Move Forward with Application Submittal
Project Approval not Expected - "Do Not Submit" Recommended
Project End/ Final Documents and Digital Records
Additional Information Required/ Make Adjustments
Submit Application
All Materials Supplied
No
Yes
Process Application
Development Review Committee Needed?
Yes
No
Assign Project to Planner
Create DRC Binders
Distribute DRC Binders
Planning
Transportation
Fire
Engineering
Police
Building
Utilities (SCE, Water, Sanitary)
Bi-Weekly Development Review Committee
Apply Comments and Feedback
Needs DRC Feedback
No Feedback Needed
Applicant Applies Changes
Send Incomplete Letter
Application Complete 30 Days
No
Yes
Deem Application Complete
Review Application for Compliance
Continued in Page 2
No, Needs Study
Send Incomplete Letter - Environmental Study Needed
Significant Impact
No Significant Impact After Mitigation
No Significant Impact
EIR
Neg Dec
MND
3rd Consultant Study
Pay Required Consultant Fees
Review
Over the Counter Review
Recommend Denial?
No
Yes
Plans needed?
Yes
No, Project Approved
Project End/ Final Documents and Digital Records
Review Plans
Applicant Responds to Comments
Plan Approved?
No
Other
Yes
C
Project Approval not Expected - "Do Not Submit" Recommended
Project End/ Final Documents and Digital Records
Additional Information Required/ Make Adjustments
Notification of Denial and Permit *
Project End/ Final Documents and Digital Records
Applicant Appeals?
Yes
No
A
Project End/ Final Documents and Digital Records


Continued in Page 2
Make Determination
Ministerial Review - No Public Notice
Collect Code Conditions and Approvals from Departments and Special Interests
Planning
Transportation
Fire
Engineering
Police
Building
Utilities (SCE, Water, Sanitary)
Write Staff Report & Resolution
Management Review of Staff Report
Notify Applicant of Determination and Permit+
Approval
Denied
Project End/ Final Documents and Digital Records
No
Appeal?
Yes
A
Zoning Administrator Approval Required
Schedule ZA Date
Public Notice
Mailed Notice
On-Site Posting
Newspaper Publication
Collect Code Conditions and Approvals from Departments and Special Interests
Planning
Transportation
Fire
Engineering
Police
Building
Utilities (SCE, Water, Sanitary)
Write Decision Letter & Staff Report
Management Review of Staff Report
Administartive Assistant to Process
Assistant Director Review
City Attorney to Review
Director to Review
City Manager to Review
Finalize Report and Powerpoint
ZA Review
Notify Applicant of Determination and Permits+
Project Approved?
Yes
No
A
Yes
Appeal?
No
Project End/ Final Documents and Digital Records
Staff Processes Decision
Continued in Page 3
C
A
Planning Commission Review Required
Schedule PC Hearing Date
Public Noticing
Mailed Notice
On-Site Posting
Newspaper Publication
Collect Code Conditions and Approvals from Departments and Special Interests
Planning
Transportation
Fire
Engineering
Police
Building
Utilities (SCE, Water, Sanitary)
Write Staff Report & Resolution
Management Review
Administartive Assistant to Process
Assistant Director Review
City Attorney to Review
Director to Review
City Manager to Review
Finalize Report and Powerpoint
Present Public Hearing
Notify Applicant of Determination and Permit+
Project Approved?
Yes
No
B
Yes
Appeal?
No
Project End/ Final Documents and Digital Records
B
City Council Review Required
Schedule CC Hearing Date
Public Noticing
Mailed Notice
On-Site Posting
Newspaper Publication
Collect Code Conditions and Approvals from Departments and Special Interests
Planning
Transportation
Fire
Engineering
Police
Building
Utilities (SCE, Water, Sanitary)
Write CC Report & Resolution
Review Letter
Management Review
Administrative Assistant to Process
Assistant Director Review
City Attorney and Finance to Review
Director to Review
City Manager to Review
Finalize Report and Powerpoint
Present Public Hearing
Notify Applicant of Determination and Permit+
Project Approved?
Yes
No
Project End/ Final Documents and Digital Records


Continued in Page 3
Final Documents/ Digital Records
Requires Development
Yes
No
Does this require a business license?
No
Project Completed
Yes
Fill Out Application
Turn In Application
All Materials Submitted
Yes
No
Pay Fees
Permit Issued
Permit Mailed
Plan Check
Extension Decision
Yes
No
Process Extension
Project Completed and Permit+
Plan Checks
Determine Project Type/Plan
Submit Application
Pay Fees
Take in Application
Route to Applicable Depts.
Dev. Services Planning
Dev. Services Building
Fire Prevention
Public Services Engineering
Public Services Transportation
Public Services Maintenance
Police
Utilities: Water
Utilities: Sanitation
Review Comments
Approved
No
Yes
No
Application for Revision
Application End/ Final Documents and Digital Records
Issue Permit
Require a Business License
No
Yes
Process
Continued in Page 4


Continued in Page 4
Inspection
Fire Inspection
Determine Project Type
Const. Permit
Operational Permit
Development Review
Revs. Reqd.
No
Yes
Revise/ Resubmit
Plan Check
Revs. Reqd.
No
Yes
Revise/ Resubmit
Construction Inspection
Annual Inspections
Fire Department Review
Revs. Reqd.
No
Yes
Revise/ Resubmit
Plan Check
Revs. Reqd.
No
Yes
Revise/ Resubmit
Construction Inspection
Company Apt. Inspection
Inspection Completed
Violations
Yes
No
Forward to CRR
Completed
Final Occupancy
Company Highrise Inspection
Inspection Completed
Violations
Yes
No
Forward to CRR
Inv. Created, Mailed
Payment Process
Company Annual Inspection
Inspection Completed
Violations
Yes
No
Forward to CRR
Inv. Created, Mailed
Payment Process
Operational Fire Permit
Payment Process/ Create Permit
Inspection
Violations
Yes
No
Reinspection
Issue Permit
Hazardous Materials
CERS Data Review
Inspection
Violations
Yes
No
Reinspection
Completed
Company Measure-X Annual Inspect.
Inspection Completed
Violations
Yes
No
Forward to CRR
Inv. Created, Mailed
Payment Process
CRR Measure-X Inspection, QTR.
Inspection Completed
Violations
Yes
No
Forward to CRR
Inv. Created, Mailed
Payment Process
Continued in Page 5
Building Inspection
Compile Inspections and Permits+
Review
Do the Inspection?
Yes
No
Notification
Applicant Corrects the Appropriate Items
Public Services Updates Permit+
Assign
Inspection
Record the Results
Request Final Inspection
Yes
No
Request TCO
Approved
Yes
Establish TCO Agreement
Other Dept. Final
Yes
No
Final Inspection
Approved
Yes
No
Final Occupancy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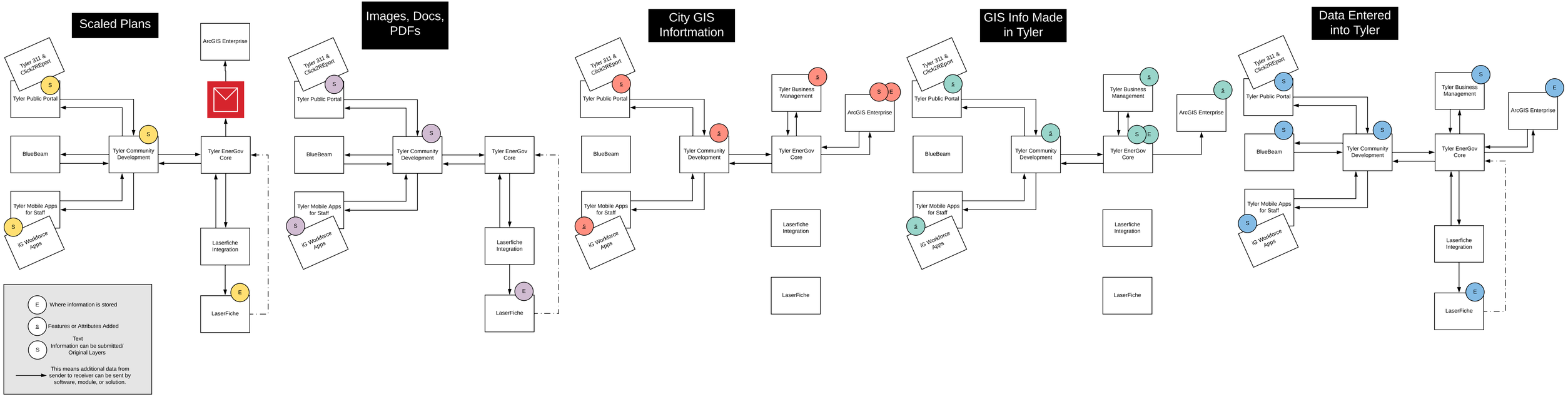
Code Enforcement
Complaint Investigation Initiated
Investigate Complaint
Determine if action is necessary
Yes
No
Unfounded or Case Closed
Determine Complaint Type
Administrative
Notice of Violation
Inspection
Compliance?
Yes
No
Issuance of Administration Citation
Criminal
Notice of Violation
Inspection
Compliance?
Yes
No
File Criminal Complaint
Civil
Request to City Attorney
City Council Approval
Court Proceedings
Inspection
Compliance
Yes
No
Compliance - Finalize Documentation
Case Closed
Planning Permit Process End

Attachment 3



Attachment 4

LMS PERMITS TAXONOMY

Red: repeating ID // Yellow: repeating permit

Planning

Administrative Adjustment	AAD
Certificate of Appropriateness	CAP
CUP	CUP
MCUP	MCP
CUP - Measure X	CUX
Amendment to CUP	ACU
Amendment to MCUP	AMC
Density Bonus Review	DBR
Designating a Cultural Resource	DCR
Minor Design Review	MND
Major Design Review	MJD
Development Agreement	DVA
PC Development Agreement	DAP
CC Development Agreement	DAC
Development Review	DVR
Environmental Review/ CEQA	CEQ
General Plan Amendment - Screening	GPS
General Plan Amendment	GPA
Master Plan - Minor Change	MPC
Master Plan - Minor Amendment	MPA
Master Plan - Major Amendment	MPM
Master Plan	MPL
Minor Modification	MMD
Mixed Use Development Plan Screening	MUS
Mobile Home Park Conversion	MHC
Mobile Home Park Tenant Relocation (Staff Review)	PRS
Mobile Home Park Tenant Relocation (Consultant)	MHR
Planned Signing Program	PSP
Pre-Application Review	PRE
Off-Site Hazardous Waste Facility - Notice of Intent	HZI
Off-Site Hazardous Waste Facility - Conditional Use Permit	HZC
Off-Site Hazardous Waste Facility - Local Assessment Committee (Formation and Convening)	HZL
Reasonable Accomodation	RAC
Residential and Non-Residential Common Interest Development Conversion	CID
Rezone/Code Amendment	CAR
Special Use Permit	SUP
Specific Plan - Amendment	SPA
Specific Plan - Conformity Review	SPR
Specific Plan	SPL
Urban Master Plan Screening	UMS
Variance	VAR
Certificate of Compliance	COC
Lot Line Adjustment	LLA
Tentative Tract Map	TTM
Tentative Parcel Map	TPM
Plancheck - Commercial	PCC
Plancheck - Industrial	PCI
Plancheck - Landscape Plan Only	PCL
Plancheck - Residential - Minor, 4 or less	PCR
Plancheck - Residential - Major, 5 or more	PRM
Small Cell Facility Encroachment Permit - Planning Review	SMC
Time Extension - Director Action	TED
Time Extension - Zoning Administrator Action	TEZ
Time Extension - Planning Commission Action	TEP
Address/ Address Change	APD
Banner Permit	BPT
Business License (Planning Review)	BLP
CC&Rs Review	CCR
Flood Zone Determination Letter	FZD
Garage Sale Permit	GSP
Gate Permits	GTP
Home Occupation Permit (Planning Review)	HPR
Land Use Restriction	LUR
Marijuana Business Permit	MBP
Marijuana Business Permit - Background Check/ ID Badge	MBB
Marijuana Business Permit - Background Check by Consultant	MBC
Marijuana Business Permit - Live Scan Fees (Police Department)	MBL
Marijuana Business Permit - Renewal Fees	MBR
Marijuana Business Permit - Modification	MBM
Public Entertainment Permit	PEP
Public Notice (Mailed notices and newspaper publishing)	NOT
Second-Story Notification	SSN
Shared Parking Approval	SPG
Sign Permit	SPT
Sign Permit-Mural/Art	SPM
Sober Living Home Operator's Permit	SLH
Tree Removal Review/ Tree Replacement Plan	TRR
Use Determination Letter	UDL
Zoning Verification Letter	ZVL
Appeal of Conditional Use Permit - Marijuana	MAP
Appeal of Non-Planning Commission Decision - Tier 1	ANO
Appeal of Non-Planning Commission Decision - Tier 2	ANT
Appeal of Planning Commission Decision - Tier 1	APC
Appeal of Planning Commission Decision - Tier 2	APT

Fire

Operational/ Annual	
Aerosol Products	APO
Amusement Building	AMO
Aviation Facility	AVO
Carnivals and Fairs	CFO
Cellulose Nitrate Film	CNO
Combustible Dust-Producing Operations	CDO
Combustible Fibers	FCF
Compressed Gases	GCO
Cryogenic Fluids	CRO
Cutting and Welding	CWO
Dry Cleaning	DCO
Exhibits and Trade Shows	ETO
Explosives	EXO
Fire Hydrants and Valves	FHO
Flammable and Combustible Liquids	FCO
Hazardous Materials	HMO
High-Piled Storage	HPO
Industrial Oven	IOO
Lumber Yard	LYO
LP Gas	LPO
Motor-fuel dispensing	MFO
Open Burning	OBO
Outdoor Assembly Event (over 1000)	OAO
Place of Assembly	PAO
Plant Extraction System	PEO
Pyrotechnic Special Effects Material	PSO
Repair Garage	RGO
Heliport	HEO
Spraying and Dipping	SDO
Storage of Tires (more than 2500 sqft)	STO
Temporary Membrane and Tents	TMO
Waste Handling	WHO
Additional Permits for Filming Operations	PFO
Construction	
Automatic Fire-Extinguishing System	AEC
Underground Fire Line	UGC
Battery Storage Systems	BSC
Capacitor Energy Storage Systems	CEC
Compressed Gases	GCC
Cryogenic Fluids	CFC
Emergency Responder Radio Coverage System	ERC
Fire Alarm and Detection System	FAC
Fire Pumps and Related Equipment	FPC
Flammable and Combustible Liquids	FCC
Fuel Cell Power Systems	FSC
Gas Detection Systems	GDC
Gates and Barricades Across Fire Apparatus Acces	GBC
Hazardous Materials	HMC
High-Piled Storage	HPC
Industrial Oven	IOC
LP Gas	LPC
Motor Vehicle Repair Rooms and Booths	MVC
Plant Extraction System	PEC
Private Fire Hydrants	PFH
Smoke Control or Smoke Exhaust System	SCC
Solar Photovoltaic System	SPC
Special Event Structure	SEC
Spraying and Dipping	SDC
Standpipe systems	SSC
Temporary Membrane and Tents	TMC

Finance

BL General Business	GEN
BL Contractor	CON
BL Vehicle Wheel	VEH
BL Shows/Exhibitions/Swap Meet	SHO
BL Admin Office/Warehouse	ADM
BL Non Profit	NON
HOP	HOP
Solicitation Permit	SOL
Sidewalk Sales	SID
Sidewalk Vendors	SVE
Massage??? PD???	MAS
Christmas Tree/Agriculture	AGR
Fireworks	FIR
Bingo	BIN
Microenterprise	MIC

Building

Building Combo Permits	
New Commercial Building	BNC
New Industrial Building	BNI
New Signle Family Dwelling	BSF
New Multi-Family Dwelling	BMF
Demolition of Structures	BDM
Residential Alteration/Addition	BRA
Commercial Building Alterations	BCA
Pool and Spa	BPS
Pool Demolition	BPD
Building Combo Mischellaneous	BMC
Building Misc Permits	
Block Walls	XBW
Residential Solar	XPV
Commercial Solar	XCS
Patio Covers	XPC
Accessory Structures	XAC
Windows	XWN
Simple/No Categories	XMC
Grading	
Rough Grading	GRR
Precise Grading	GRP
Other	
Electrical	ELC
Mechanical	MEC
Plumbing	PLM
Reroof	ROF

Engineering

Drainage	DRN
Construction Access	COA
Encroachment	ENC
Private Encroachment	PEN
Sidewalk Fee	SWF
Dumpster Permit	DMP

Transportation

Film	FLM
Parking Permits	PKP