

VILLAGE OF DOWNERS GROVE
Report for the Village
1/19/2021

SUBJECT:	SUBMITTED BY:
Selection of an Enterprise Resource Planning (ERP) System	Judy Buttny Finance Director Dave Kenny Information Technology Director

SYNOPSIS

Two motions are requested and a resolution has been prepared to authorize agreements to purchase and implement a new Enterprise Resource Planning (ERP) system. The motions are to approve contracts with Tyler Technologies, Inc. (Tyler), and N. Harris Computer Corporation (CityView). The resolution is to approve an agreement with BerryDunn McNeil & Parker, LLC (BerryDunn). The total cost of the three agreements over seven years is \$4,213,015, which includes a 15% contingency.

STRATEGIC PLAN ALIGNMENT

The Goals for 2019-2021 include *Steward of Financial, Environmental and Neighborhood Sustainability, Exceptional Municipal Services, Top Quality Infrastructure and Continual Innovation.*

FISCAL IMPACT

The cost for years one and two (FY2021-2022) of this project is \$2,716,216. These costs span two years due to the timing of a staggered implementation schedule and the related payments for Tyler and CityView.

The ERP total project budget is \$3,600,000 during the two-year period. The project is budgeted over two years, primarily in the Capital Fund. This budget represents the total project one-time and annual recurring costs in 2021 and 2022.

	Capital Fund Budget	General Fund Budget	Total Budget
FY2021	\$2,078,000	\$171,000	\$2,249,000
FY2022	\$864,000	\$487,000	\$1,351,000
Total	\$2,942,000	\$658,000	\$3,600,000

RECOMMENDATION

Approval on the February 2, 2021 Active Agenda.

BACKGROUND

ERP Project Highlights

- Complete replacement of the Village's current ERP system
- Multi-year project covering all facets of the Village
- Shift from on-premise to cloud-based systems
- Two vendors:
 - Tyler - Finance and Human Resource Department functions and licensing
 - CityView - Community Development permitting functions
- Consulting services to manage project implementation provided by BerryDunn
- Staggered implementation in 2021 & 2022, full project completion by Dec. 31, 2022

The Village began a multi-year project in the summer of 2019 to replace its ERP system. An ERP system integrates functions across an organization that can serve departments' financial and operational processing needs. Functions include all the Finance Department systems (budgeting, general ledger, payroll and billing), along with building permits, human resources and licensing. System acquisition is one of the largest and most far reaching projects an organization can undertake due to the impact on how work is conducted and the way in which day-to-day tasks are accomplished.

The Village's current ERP is Eden by Tyler Technologies, which has been in place since 2006. Eden has served the Village well over the years, but it is drawing near the end of its useful life. The vendor is no longer providing enhancements or upgrades to this system. Although the software is still being supported by Eden's customer service team, staff is aware that this could end at any time and without significant notice. Related challenges include it not being intuitive, having outdated web functionality, and having limited integration.

The first step of the multi-year ERP project was the approval of the professional consulting services contract to aid in the selection of the ERP vendor(s). This contract with BerryDunn was approved on [August 6, 2019](#). After the BerryDunn contract was approved, BerryDunn began their work assisting the Village with writing the Request for Proposal for vendor selection. The Village issued the Request for Proposal in December 2019 and received eight responses in early 2020. In late summer 2020, the Village interviewed two companies for each of the financial and community development modules with the assistance of BerryDunn. After viewing demonstrations and checking references with other municipalities, the Village chose two vendors for its ERP needs: Tyler/Munis and CityView. The Village chose two systems because none of the vendors could individually meet all the financial functional requirements as well as the needs of the Community Development Department.

Tyler/Munis will be utilized for all of the Village's Finance and Human Resources Department functions, as well as licensing functions. This software is designed specifically for municipal governments and allows for greater efficiency, productivity and data management. CityView will be used for all the community development functions. CityView has easy to use modules, a public-facing portal allowing electronic permit submittals, connections between the code enforcement and permitting modules and superior connections to OnBase document management system and geographic information systems (GIS).

The terms for each software vendor are as follows:

- Tyler: 7-year term with no increases. Years 8-10 will be subject to 3% increases, with further renewals negotiated by both parties.

- CityView: 6-year term with a 3% increase in years two and three, and a 4% increase in years four through six. Annual renewals after the initial term will be negotiated by both parties. The CityView term is shorter than the Tyler term due to the staggered start of the systems as detailed below.

Additionally, the Village chose to proceed with a contract to continue services with BerryDunn. BerryDunn will serve as the project manager to lead the Village through the implementation of both software systems.

There are two other project-related costs outside of the scope of the three contracts being presented for Village Council consideration. 1) As the project gets underway, the Village may seek to secure additional professional services to assist with day-to-day functions while Finance and Community Development Department staff are working on ERP implementation. These additional costs are estimated not-to-exceed \$85,000. 2) Successful implementation will require the purchase of an OnBase API (Application Programming Interface). This software license will allow CityView to integrate with the Village's OnBase document management system. The estimated cost of this software purchase is \$25,000 and it is scheduled for purchase in 2022.

Upon execution of the three contracts, work will begin immediately on the Tyler/Munis implementation, while CityView implementation will begin early Fall 2021. This staggered methodology is required because the critical financial functions need to be in place prior to the implementation of the CityView software. The Village anticipates completion and full implementation of both systems by December 31, 2022.

Attached is a summary of the project timeline.

ATTACHMENTS

Project timeline Summary

Resolution

Tyler Technologies, Inc. Agreement

N. Harris Computer Corporation Agreement

BerryDunn McNeil & Parker, LLC Agreement

[illegible]



LICENSE AND SOFTWARE AS A SERVICE AGREEMENT

This License and Software as a Service Agreement is made between Tyler Technologies, Inc. (“Tyler”) and the Village of Downers Grove, Illinois (“Client”).

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

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

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Software as a Services Agreement, including the following Exhibits which are attached hereto and incorporated herein:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Tyler’s Proposal Response to Request for Proposals #RFP-0-72-2019/DC
Exhibit G	Village of Downers Grove Request for Proposals #RFP-0-72-2019/DC

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

- This License and Software as a Service Agreement, inclusive of Exhibits A-E;
 - Exhibit F – Tyler Proposal; and
 - Exhibit G – Client RFP.
- **“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”** or **“Village”** means the Village of Downers Grove, Illinois.
 - **“Data”** means your data necessary to utilize the Tyler Software.
 - **“Data Breach”** means, unless otherwise defined under applicable law, the unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of the Client’s Data in Tyler’s possession. Data Breach does not include good faith acquisition of Data by an employee or agent of Tyler for a legitimate purpose of Tyler, provided that the Data is not used for a purpose unrelated to Tyler’s business or subject to further unauthorized disclosure.
 - **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.



- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, attached hereto as Exhibit F, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of concurrent users that are authorized to use the SaaS Services for all licensed Tyler software. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Evergreen Module”** means the Tyler Software discounted 100% in the Investment Summary and licensed pursuant to this Agreement.
- **“Force Majeure”** means an event beyond the reasonable control, and without its fault or negligence by either party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, epidemic or pandemic, 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 products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy attached as Exhibit B.
- **“Migration Modules”** means those modules of the Tyler Eden software, appearing in Exhibit A Schedule 1, currently licensed by the Client which will be replaced by the use of the Tyler Software as further specified in this Agreement.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of Client’s operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“Security Incident”** means the actual unauthorized access to Data that Tyler believes could reasonably result in the use, disclosure or theft of Client’s unencrypted Data within the possession or control of Tyler. A Security Incident may or may not turn into a Data Breach.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** defines the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached hereto as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment

Summary.

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

SECTION B – LICENSE GRANT AND SAAS SERVICES

1. Rights Granted.

1.1 In addition to the SaaS Services, the Client is acquiring certain perpetual licenses as part of this Agreement. Tyler hereby grants to the Client a license to use the Tyler Software listed in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. As part of your license grant, you may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the licensed Tyler Software are perpetual, but may be revoked if you do not comply with the terms of this Agreement including, without limitation, Section B (7). We will make any such software available to you for download. If you decide to terminate the SaaS Services and transition to an on-premise model, no additional licensing fees would be due for the Tyler Software identified in the Investment Summary as of the Effective Date. Additional maintenance and support fees may be due and we will provide you with a change order or amendment for such fees when we receive notice of the Village’s intent to terminate SaaS Services.

1.2 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. Fees. You agree to pay us the license fees and SaaS Fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and the amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). The foregoing notwithstanding, prior to charging any additional fees for the first instance that you exceed the

number of Defined Users and/or amount of Data Storage Capacity, we will reasonably cooperate with you to identify the sources and causes of the overages, and shall provide to you the applicable fees for adding additional Defined Users or increased Data Storage Capacity. If you elect not to increase the number of Defined Users or the amount of Data Storage Capacity after receiving such information, you agree that we shall have the right to charge you additional fees for overage(s) as communicated by us as required pursuant to this paragraph in the event that you once again exceed the limits set forth in this Agreement. In the event you wish to remove any of the Tyler Software identified in the Investment Summary, you will notify us and we will provide you with an addendum for such removal. The addendum shall address any required adjustments to ongoing SaaS Fees, as applicable.

3. Ownership.

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

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You reserve the right to modify the Documentation for your internal business purposes only, with the express acknowledgement that such modifications shall not give you any right to Tyler's intellectual property contained in the Documentation.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Database Instances.

4.1 During the term of the implementation, prices include four (4) complete database instances for Munis including: one implementation, one test, one training, and one production database. The same Munis software and applications will be installed or configured on all instances.

4.2 After the completion of the implementation, prices include three (3) complete database instances for Munis: one test, one training, and one production database. The same Munis software and applications will be installed or configured on all instances.

All environments will receive the same level of maintenance and service before and after implementation, in accordance with the defined SLAs. As used herein, a "test" database means an instance of the Tyler Software database that is used by Client for testing Tyler Software version updates and custom Tyler Software program modifications. A "production" database means an instance of the Tyler Software database that is put into operation and relied on by Client for its daily operations and activities.

5. Database Access. You are entitled to read only ODBC access to the databases hosted on Tyler infrastructure. Upon request, you are entitled to all current and future Munis technical Documentation otherwise in existence and ordinarily made available to Tyler's client base that describes, in detail, the Munis data model, database schemas, database inter-relationships, and field/object definitions. We may require you to sign a mutually agreeable non-disclosure agreement prior to disclosure to you of such information.

6. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
7. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards and for no additional fees beyond the annual SaaS fees, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
8. SaaS Services.
 - 8.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information within thirty (30) days of any such request.
 - 8.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 8.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 8.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored. To the extent the Client experiences Downtime, as such term is defined in the SLA, during a disaster declared by us, the Client may be entitled to the Client relief set forth in the SLA if and as applicable.
 - 8.5 We conduct annual penetration testing of either the production network and/or web application

to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 8.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule at no charge to you. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 8.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. Full server snapshots are performed daily after normal business hours and retained based on our then-current retention policies.
- 8.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 8.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 8.10 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.
9. Interfaces. Interface development and testing will be scheduled to align with applicable modules to allow the interface to be functional and live prior to the go-live of any related modules.
10. Recording Training Sessions. You are permitted to record training sessions provided (i) you execute a mutually agreeable non-disclosure agreement with us and (ii) you use such recordings only for internal training purposes.
11. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the

Client for use in live production, the license to the applicable modules of the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software. For the avoidance of doubt, the Client will retain the right to maintain copies of the Migration Modules on its servers for historical look-up purposes *only*, and at no cost to you.

12. Functionality Replacement. For a period of five (5) years from the Effective Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees. For the avoidance of doubt, this provision shall only apply to the extent the Client has purchased a perpetual license to the applicable Tyler Software. Tyler shall have no obligation to provide a functionality replacement for Tyler Software that is accessed only as part of the SaaS Services.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees & Not to Exceed. You agree to pay us the professional services fees, on a not-to-exceed basis, in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. We, through the exercise of our professional judgment and expertise, represent that the services included in the Investment Summary are reasonably sufficient to accomplish all of the work indicated in and through this Agreement, provided each party timely meets its obligations. In the event that the services are not reasonably sufficient to deliver the work agreed to, through no fault of yours, we agree to timely complete our obligations under the Agreement at no additional cost to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. Professional Service/Implementation hours included in the Agreement may, through written mutual agreement, be reallocated across the services line items defined within the Agreement and/or Statement of Work as required or deemed necessary during the implementation. For example, unused hours associated with one task may then be reapportioned to other tasks which may require additional work effort.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. No additional work may be performed without the prior written consent of the Client. If additional work beyond the scope of contracted services is required, or if you use or request additional services not in-scope, 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 sixty (60) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. If you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily

fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. The foregoing notwithstanding, we agree to waive collection of fees and expenses compensable under this provision for the first two (2) cancellations by you. You will not be responsible for fees or expenses related to cancellation initiated by us.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. We agree that we will continue to do so during the term of this Agreement.
8. Client Assistance. The parties acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your and our personnel. The parties agree to use all reasonable efforts to cooperate with and assist each other as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with each other to schedule the implementation-related services outlined in this Agreement. Neither party will be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure of the other party's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy then in effect);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all 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
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy then in effect.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, upon your advance approval and with escorted access, 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, subject to reasonable proof that the issue was outside of our control. Either way, you agree to provide us with reasonable and necessary 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.

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

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.
11. Personnel. The personnel we assign to the project shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of this Agreement. We will reasonably cooperate with your staff and/or other contractors under contract with you, as may be necessary, to assure the timely and successful completion of the project in accordance with the Statement of Work. We will provide expert guidance regarding the use and configuration of the Tyler Software in order to meet the requirements of this Agreement. We will provide and discuss with your staff impacts of configuration decisions, which occur primarily during the Assess and Define Stage, and will work cooperatively with your Project Manager to identify and resolve conflicts and issues prior to escalation of issues. Any follow-up work or clarification that is needed by either party following on-site sessions shall be delivered in a timely manner. Agendas provided for on-site work sessions may be adjusted upon mutual agreement of the parties in order to maximize the allocated session times.
12. Assignment and Removal of Staff. After the Effective Date, and in coordination with the Project kickoff activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for onsite services on the project. You agree that those resumes are for your information and planning purposes only. You may conduct, at your expense, reference checks on the proposed key personnel. Any such reference checks conducted within a timeframe, to be mutually agreed to, that does not impact project initiation.

Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements. In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member, upon written request and demonstration of cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience and project knowledge as the person being replaced

13. Implementation Schedule. Tyler acknowledges that the Client has an internal deadline of December 31, 2022 for the implementation of the Tyler Software in the Investment Summary. The Statement of Work includes a Project Timeline with target start and end dates for each Phase of the project. The Project Timeline may be reviewed and adjusted by mutual agreement as set forth in the Statement of Work. If the parties mutually determine that the Project Timeline may be substantially delayed beyond the dates set forth in the Statement of Work, the parties agree to meet in good faith to discuss the delays and, if necessary, any adjustments to the implementation and/or Agreement. Upon request of either party, the parties shall appoint senior representatives for such discussion with such representatives to convene within fifteen (15) days of the request date.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees, License fees, and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2). Payment by you of undisputed invoices shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties or any other requirements in this Agreement, you will provide us with written notice within sixty (60) 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 you disagree that we have completed the action items in accord with the plan and this Agreement, the parties will work in good faith to resolve such disputed amounts in accordance with the Dispute Resolution Process. 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. If we are unable to complete the action items outlined in the action plan because of our failure to complete the items agreed to be done by us, your remedy will be determined through the Dispute Resolution Process. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so. We will not suspend delivery of all SaaS services, including maintenance and support services, or other professional services as a result of invoice(s) that are under dispute in accord with the terms above.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement shall be seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Thereafter, the term may renew for additional one (1) year terms by mutual written consent of the parties. You shall notify us in writing no less than sixty (60) days prior to the end of the Initial Term or then-current renewal period if you choose to exercise the option to renew. The foregoing notwithstanding, your payment of an invoice issued by us for the applicable renewal period shall be deemed to be your consent to renew as set forth herein. Upon termination of this Agreement or any applicable renewal period, your right to access or use the the SaaS Services will terminate.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees, unless disputed in accordance with Section E(2). If you fail to timely pay the undisputed SaaS Fees, we may discontinue the SaaS Services and

deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 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).

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

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 For Convenience. You may terminate this Agreement without cause by giving us written notice no less than forty-five (45) days prior to the termination date. Prior to any such termination being effective, you agree to meet with us to discuss possible alternatives to termination, if any.

2.6 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the first three (3) years of the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 7% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 2% of the SaaS Fees then due for the remainder of the initial term.

3. Delivery of Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment.

SECTION G - SECURITY

1. Security Incident or Data Breach Notification.

1.1 Data Breach Reporting Requirements: If we have actual knowledge of a confirmed Data Breach

that affects the security of any Data that is subject to applicable Data Breach notification law, we shall (1) notify your appropriate personnel in accordance with applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner as required by applicable law.

- 1.2 Security Incident Response: We may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law. Discussing Security Incidents with you shall be handled on an urgent as-needed basis, as part of our communication and mitigation processes as established by Tyler management or as otherwise required by applicable state law.

2. Additional Data Breach Responsibilities.

- 2.1 This Section only applies when a Data Breach occurs with respect to confidential or non-public Data within the possession or control of us and related to services provided under this Agreement.
- 2.2 If, and as required by applicable law, we shall (1) investigate and resolve the Data Breach keeping you reasonably informed as to actions taken in response to such breach and remedial actions taken to correct or prevent additional breaches of security; (2) promptly implement necessary remedial measures, if necessary; (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary; and (4) provide notification to affected individuals as required by applicable law whose personally identifiable information has been disclosed or improperly obtained and offer credit monitoring services to any such individual.
- 2.3 If and to the extent required by applicable state law, we shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state law; (4) a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined by us based on root cause.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will indemnify, hold harmless and defend you, at our sole cost and expense, against any third party claim(s) or suits 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 use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the

Tyler Software, we shall, at our expense o, 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 at no additional cost to you, 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; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification. 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. This indemnification does not apply to liability caused by the Village's own negligence.
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, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), THREE (3) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THREE (3) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the initial term and any renewal periods of this Agreement, we agree to maintain and pay for the following types and limits of insurance.

6.1 Workers Compensation – Coverage shall be in accordance with the laws of the State of Illinois. We agree to waive subrogation under our Workers’ Compensation coverage for claims that arise out of or relate to this Agreement

6.2 Employers Liability – Coverage shall be as follows:

	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

6.3 Commercial General Liability - Commercial General Liability Insurance required under this Agreement shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under this Agreement.

The coverage shall be as follows:

	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate

6.4 Automobile Liability shall include coverage for all owned, hired and non-owned automobiles in the amount of \$1,000,000 Each Accident.

6.5 Professional Liability: coverage limits shall be:

	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate

If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the work under this Agreement. Tyler and any subconsultants or sub-vendors agree to maintain such coverage for three (3) years after completion of the work under this Agreement. Renewal policies during this period shall maintain the same retroactive date.

6.6 Umbrella Liability coverage shall be no less than \$ 5,000,000.

6.7 Cyber Liability insurance with limits of not less than \$5,000,000 for each occurrence and an annual aggregate of \$5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

6.8 Other Insurance Provisions.

a. Tyler will add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” to its Commercial General Liability and Automobile Liability policies which will add such users as additional insured to Tyler’s Excess/Umbrella Liability policy as well. We agree that our insurance is primary for claims under our Commercial General Liability and Automobile Liability policies that arise out of or relate to the Agreement and are between us and you. We will provide you with copies of certificates of insurance upon your written request following the Effective Date.

b. Tyler shall maintain in effect all insurance coverages required by this Agreement at its sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that Tyler fails to procure or maintain any insurance required under this Agreement, the Client may invoke the dispute

resolution process set forth in Section I (3).

- c. We will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof. Renewal certificates shall be provided to the Client as close as practicable to the date the applicable policy or policies is/are renewed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied.

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 a period of twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price unless otherwise negotiated by the parties, 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 a period of twenty-four (24) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties may 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 the Circuit Court of DuPage County, Illinois or the federal Northern District of Illinois. 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. 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 and agree to comply with applicable laws regarding the same, including, if and to the extent applicable to our employment practices, applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. 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. Americans with Disabilities Act. The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the Client, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. The standard, public-facing Citizen Self-Service Tyler Software includes accessibility features to assist users with disabilities understand content and utilize the software in accordance with applicable provisions of Section 508 of the Rehabilitation Act as of the Effective Date. Tyler evaluates accessibility of the publicly-facing Citizen Self-Service Tyler Software against Web Content Accessibility Guidelines 2.0 AA using a Voluntary Product Assessment Template or similar tool. Accessibility of the Citizen Self-Service Tyler Software does not include use of 3rd party products in conjunction with such Tyler Software, documents Client or Client's citizens choose to upload to such Tyler Software, or configuration, customization, and design choices made by Client that do not adhere to the applicable accessibility standards.
7. 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.
8. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent.
9. 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.
10. 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 fifteen (15) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event including a reasonable amount of time required to address issues stemming from the Force Majeure event and reasonable time required for the restoration of normal business activities. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Client shall not be responsible for any travel costs or expenses incurred by us as a result of a cancellation necessitated by a federal, local, or state isolation order, quarantine, or travel ban related to the Covid-19 pandemic. Such an event will be considered a Force Majeure event as discussed herein.
11. 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.

12. 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.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Client Lists. We may identify you by name in client lists and, with your written approval, marketing presentations and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the 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.

Tyler acknowledges that the Freedom of Information Act does apply to public records in possession of Tyler or a subcontractor. Tyler and all of its subcontractors shall cooperate with the Client in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.).

19. 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.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its rules on conflicts of law.
21. 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.
22. 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.
23. SEXUAL HARASSMENT POLICY. Tyler, as a party to a public contract, shall have a written sexual harassment policy that:
 - a) Notes the illegality of sexual harassment;
 - b) Sets forth the applicable State law definition of sexual harassment;
 - c) Describes sexual harassment utilizing examples;
 - d) Describes Tyler's internal complaint process including penalties;
 - e) Describes the legal recourse, investigative and complaint process available through the applicable state law; and
 - f) Describes the protection against retaliation afforded under the applicable state law.
24. DRUG FREE WORK PLACE. Tyler, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
 - a) Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Client's or Tyler's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no

later than five (5) days after such conviction.

- b) Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Client's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- c) Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d) Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

25. PATRIOT ACT COMPLIANCE. Tyler represents to the Client that, as of the Effective Date, neither it nor any of its principals or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Tyler further represents to the Client that it and its principals or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 1/14/21

Address for Notices:

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

Village of Downers Grove, Illinois

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
Attention: Village Manager

Exhibit A



Exhibit A

Investment Summary

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

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Exhibit A



Quoted By: Jason Cloutier
 Date: 1/7/2021
 Quote Expiration: 4/15/2021
 Quote Name: Village of Downers Grove-ERP-Munis
 Quote Number: 2019-99148-3
 Quote Description: Munis NTE (Tyler Hosted - Updated 1/7/21)

Sales Quotation For

Village of Downers Grove
 801 Burlington Ave
 Downers Grove, IL 60515-4782
 Phone +1 (630) 434-5500

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
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Additional:

Accounting/GL	\$17,912.00	7.0	\$125,384.00	0
Accounts Payable	\$4,360.00	7.0	\$30,520.00	0
Bid Management	\$1,748.00	7.0	\$12,236.00	0
Budgeting	\$5,150.00	7.0	\$36,050.00	0
Capital Assets	\$4,625.00	7.0	\$32,375.00	0
Cash Management	\$2,819.00	7.0	\$19,733.00	0
Contract Management	\$1,731.00	7.0	\$12,117.00	0
Project and Grant Accounting	\$2,980.00	7.0	\$20,860.00	0
Purchasing	\$7,510.00	7.0	\$52,570.00	0
Human Resource and Talent Management	\$4,505.00	7.0	\$31,535.00	0
Payroll w/ESS	\$5,596.00	7.0	\$39,172.00	0
Recruiting	\$1,081.00	7.0	\$7,567.00	0
Accounts Receivable	\$3,214.00	7.0	\$22,498.00	0
General Billing	\$2,075.00	7.0	\$14,525.00	0
Tyler Cashiering	\$5,320.00	7.0	\$37,240.00	0
UB Interface	\$2,549.00	7.0	\$17,843.00	0
Utility Billing CIS	\$12,238.00	7.0	\$85,666.00	0

Exhibit A

Tyler Ready Forms Processing	\$3,360.00	7.0	\$23,520.00	0
Tyler Content Manager SE	\$7,036.00	7.0	\$49,252.00	0
Munis Analytics and Reporting	\$4,516.00	7.0	\$31,612.00	0
eProcurement	\$2,772.00	7.0	\$19,404.00	0
Citizen Self Service	\$3,214.00	7.0	\$22,498.00	0
CAFR Statement Builder	\$3,956.00	7.0	\$27,692.00	0
Business Licenses	\$4,207.00	7.0	\$29,449.00	0
TOTAL:	\$114,474.00		\$801,318.00	0

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Accounting/GL	\$55,249.00	152	\$26,600.00	\$7,000.00	\$88,849.00	\$0.00
Accounts Payable	\$15,141.00	48	\$8,400.00	\$0.00	\$23,541.00	\$0.00
Bid Management	\$6,072.00	32	\$5,600.00	\$0.00	\$11,672.00	\$0.00
Budgeting	\$15,141.00	64	\$11,200.00	\$0.00	\$26,341.00	\$0.00
Capital Assets	\$12,589.00	56	\$9,800.00	\$0.00	\$22,389.00	\$0.00
Cash Management	\$9,787.00	48	\$8,400.00	\$0.00	\$18,187.00	\$0.00
Contract Management	\$6,009.00	32	\$5,600.00	\$0.00	\$11,609.00	\$0.00
Project & Grant Accounting	\$10,351.00	56	\$9,800.00	\$5,000.00	\$25,151.00	\$0.00
Purchasing	\$22,607.00	120	\$21,000.00	\$2,700.00	\$46,307.00	\$0.00

Human Capital Management:

Human Resources & Talent Management	\$15,643.00	112	\$19,600.00	\$1,400.00	\$36,643.00	\$0.00
Payroll w/ESS	\$19,431.00	208	\$36,400.00	\$2,000.00	\$57,831.00	\$0.00
Recruiting	\$3,756.00	16	\$2,800.00	\$0.00	\$6,556.00	\$0.00

Revenue:

Accounts Receivable	\$11,163.00	96	\$16,800.00	\$0.00	\$27,963.00	\$0.00
Business License	\$11,688.00	88	\$15,400.00	\$9,400.00	\$36,488.00	\$0.00
General Billing	\$7,204.00	48	\$8,400.00	\$5,500.00	\$21,104.00	\$0.00
Tyler Cashiering	\$20,555.00	56	\$9,800.00	\$0.00	\$30,355.00	\$0.00
UB Interface	\$9,200.00	48	\$8,400.00	\$0.00	\$17,600.00	\$0.00
Utility Billing CIS	\$35,551.00	208	\$36,400.00	\$24,700.00	\$96,651.00	\$0.00

Productivity:

Exhibit A

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler ReadyForms Processing (including Common Form Set)	\$10,500.00	0	\$0.00	\$0.00	\$10,500.00	\$0.00
Tyler Content Manager SE	\$20,963.00	56	\$9,800.00	\$0.00	\$30,763.00	\$0.00
Munis Analytics & Reporting	\$15,681.00	96	\$16,800.00	\$0.00	\$32,481.00	\$0.00
eProcurement	\$9,629.00	32	\$5,600.00	\$0.00	\$15,229.00	\$0.00
Citizen Self Service	\$11,163.00	64	\$11,200.00	\$0.00	\$22,363.00	\$0.00

Additional:

CAFR Statement Builder	\$13,737.00	32	\$5,600.00	\$0.00	\$19,337.00	\$0.00
Accounting Actuals - 13 years plus current	\$0.00	0	\$0.00	\$7,500.00	\$7,500.00	\$0.00
Accounting Budgets - 13 years plus current	\$0.00	0	\$0.00	\$7,500.00	\$7,500.00	\$0.00
Payroll - Check History - 13 years plus current	\$0.00	0	\$0.00	\$3,600.00	\$3,600.00	\$0.00
Payroll - Accumulators - 13 years plus current	\$0.00	0	\$0.00	\$4,200.00	\$4,200.00	\$0.00
Payroll - Earning/Deduction Hist - 13 years plus current	\$0.00	0	\$0.00	\$3,200.00	\$3,200.00	\$0.00
Sub-Total:	\$368,810.00		\$309,400.00	\$83,700.00	\$761,910.00	\$0.00
<u>Less Discount:</u>	<u>\$286,413.00</u>		<u>\$0.00</u>	<u>\$41,850.00</u>	<u>\$328,263.00</u>	<u>\$0.00</u>
TOTAL:	\$82,397.00	1768	\$309,400.00	\$41,850.00	\$433,647.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
CORE Financials Post Implementation Support (only billed if used)	80	\$175.00	\$0.00	\$14,000.00
HR Payroll Post Implementation Support (only billed if used)	80	\$175.00	\$0.00	\$14,000.00
Utility Billing Post Implementation Support (only billed if used)	80	\$175.00	\$0.00	\$14,000.00
Custom Report Development (40 Hours / 5 Days) Only billed if used.	40	\$175.00	\$0.00	\$7,000.00
Project Management - NTE	464	\$175.00	\$0.00	\$81,200.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$134,200.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00

Exhibit A

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$82,397.00	\$0.00
Total SaaS	\$0.00	\$114,474.00
Total Tyler Services	\$485,450.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$569,497.00	\$114,474.00
Contract Total (Excluding Estimated Travel Expenses)	\$1,370,815.00	
Estimated Travel Expenses	\$142,480.00	

Exhibit A

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Standard COA	\$2,000.00	\$1,000.00	\$1,000.00
Accounts Payable - Invoice up to 5 years	\$3,400.00	\$1,700.00	\$1,700.00
Accounts Payable Standard Master	\$1,600.00	\$800.00	\$800.00
Business License - Bills up to 5 years	\$4,400.00	\$2,200.00	\$2,200.00
Business License Std Master	\$5,000.00	\$2,500.00	\$2,500.00
General Billing - Bills up to 5 years	\$4,000.00	\$2,000.00	\$2,000.00
General Billing Std CID	\$1,500.00	\$750.00	\$750.00
Human Resources - Recruiting	\$1,400.00	\$700.00	\$700.00
Accounting Actuals - 13 years plus current	\$7,500.00	\$3,750.00	\$3,750.00
Accounting Budgets - 13 years plus current	\$7,500.00	\$3,750.00	\$3,750.00
Payroll - Check History - 13 years plus current	\$3,600.00	\$1,800.00	\$1,800.00
Payroll - Accumulators - 13 years plus current	\$4,200.00	\$2,100.00	\$2,100.00
Payroll - Earning/Deduction Hist - 13 years plus current	\$3,200.00	\$1,600.00	\$1,600.00
Payroll - Standard	\$2,000.00	\$1,000.00	\$1,000.00
Project Grant Accounting - Actuals up to 3 years	\$1,500.00	\$750.00	\$750.00
Project Grant Accounting - Budgets up to 3 years	\$1,500.00	\$750.00	\$750.00
Project Grant Accounting Standard	\$2,000.00	\$1,000.00	\$1,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$2,700.00	\$1,350.00	\$1,350.00
Utility Billing - Assessments	\$1,800.00	\$900.00	\$900.00
Utility Billing - Backflow	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Balance Forward AR	\$6,100.00	\$3,050.00	\$3,050.00
Utility Billing - Consumption History up to 5 years	\$3,000.00	\$1,500.00	\$1,500.00
Utility Billing - Service Orders	\$3,100.00	\$1,550.00	\$1,550.00
Utility Billing - Services	\$4,100.00	\$2,050.00	\$2,050.00
Utility Billing - Standard	\$4,600.00	\$2,300.00	\$2,300.00
TOTAL:			\$41,850.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Additional:				
ExecuTime Advanced Scheduling	\$5,946.00	7.0	\$41,622.00	0
ExecuTime Advanced Scheduling Mobile Access	\$1,400.00	7.0	\$9,800.00	0
ExecuTime Time & Attendance	\$6,740.00	7.0	\$47,180.00	0
ExecuTime Time & Attendance Import	\$1,811.00	7.0	\$12,677.00	0
ExecuTime Time & Attendance Mobile Access	\$1,787.00	7.0	\$12,509.00	0
Tyler GIS	\$2,250.00	7.0	\$15,750.00	0
Tyler Enterprise Payments	\$0.00	7.0	\$0.00	0
TOTAL:	\$19,934.00		\$139,538.00	0

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
ExecuTime Advanced Scheduling (200)	\$18,585.00	72	\$12,600.00	\$0.00	\$31,185.00	\$0.00
ExecuTime Advanced Scheduling Mobile Access	\$4,375.00	0	\$0.00	\$0.00	\$4,375.00	\$0.00
ExecuTime Time & Attendance (350)	\$21,065.00	160	\$28,000.00	\$0.00	\$49,065.00	\$0.00
ExecuTime Time & Attendance Import	\$5,660.00	0	\$0.00	\$0.00	\$5,660.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$0.00
Additional:						
Tyler GIS (25)	\$12,500.00	8	\$1,400.00	\$0.00	\$13,900.00	\$0.00
TOTAL:	\$67,770.00	240	\$42,000.00	\$0.00	\$109,770.00	\$0.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$260.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00

Exhibit A

Hand Held Scanner - Model 1950GSR	1	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,623.00	\$0.00	\$1,623.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,425.00</i>			<i>\$0.00</i>
TOTAL:				\$2,425.00			\$0.00

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

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL	\$55,249.00	\$55,249.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounts Payable	\$15,141.00	\$15,141.00	\$0.00	\$0.00	\$0.00	\$0.00
Bid Management	\$6,072.00	\$0.00	\$6,072.00	\$0.00	\$0.00	\$0.00
Budgeting	\$15,141.00	\$15,141.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Assets	\$12,589.00	\$12,589.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Management	\$9,787.00	\$0.00	\$9,787.00	\$0.00	\$0.00	\$0.00
Contract Management	\$6,009.00	\$0.00	\$6,009.00	\$0.00	\$0.00	\$0.00
Project & Grant Accounting	\$10,351.00	\$10,351.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing	\$22,607.00	\$22,607.00	\$0.00	\$0.00	\$0.00	\$0.00

Payroll/HR:

Human Resources & Talent Management	\$15,643.00	\$15,643.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll w/ESS	\$19,431.00	\$19,431.00	\$0.00	\$0.00	\$0.00	\$0.00
Recruiting	\$3,756.00	\$0.00	\$3,756.00	\$0.00	\$0.00	\$0.00

Revenue:

Accounts Receivable	\$11,163.00	\$11,163.00	\$0.00	\$0.00	\$0.00	\$0.00
Business License	\$11,688.00	\$11,688.00	\$0.00	\$0.00	\$0.00	\$0.00
General Billing	\$7,204.00	\$7,204.00	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Cashiering	\$20,555.00	\$20,555.00	\$0.00	\$0.00	\$0.00	\$0.00

Exhibit A

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
UB Interface	\$9,200.00	\$9,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Utility Billing CIS	\$35,551.00	\$35,551.00	\$0.00	\$0.00	\$0.00	\$0.00
Productivity:						
Citizen Self Service	\$11,163.00	\$11,163.00	\$0.00	\$0.00	\$0.00	\$0.00
eProcurement	\$9,629.00	\$0.00	\$9,629.00	\$0.00	\$0.00	\$0.00
Munis Analytics & Reporting	\$15,681.00	\$0.00	\$15,681.00	\$0.00	\$0.00	\$0.00
Tyler Content Manager SE	\$20,963.00	\$0.00	\$20,963.00	\$0.00	\$0.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	\$10,500.00	\$0.00	\$10,500.00	\$0.00	\$0.00	\$0.00
Additional:						
CAFR Statement Builder	\$13,737.00	\$13,737.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$368,810.00	\$286,413.00	\$82,397.00	\$0.00	\$0.00	\$0.00

Comments

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

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

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

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

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

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

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

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

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

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

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

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

Business license library includes: 1 business license and 1 renewal application.

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

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

Exhibit A

Comments

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

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

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

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

Utility Billing CIS includes the Graphing Agent.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.



Exhibit A
Schedule 1
Migration Modules

Accounts Receivable Support
Budget Preparation Support
Data Dictionaries/Menu Support
Fixed Assets Support
GL/AP/ Support
Human Resources Support
Licensing Support
Parcel Manager Support
Payroll Support
Position Budgeting Support
Project Accounting Support
Purchasing
State Package Support
Utility Billing Support
Accounts Payable Support Web
Accounts Receivable Support Web
Utility Billing Support Web
CAFR Reporting Support
Tyler Cashiering Support
Tyler Payments - Hosting Fee



Exhibit B

Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates unless otherwise negotiated to the mutual satisfaction of the parties. The foregoing notwithstanding, following the initial term, we agree to cap increases on annual SaaS Fees for Years 8-10 as follows: at three percent (3%), over the prior year's fees.

Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. License Fees. License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").

3. Other Tyler Software and Services.

3.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN. Provided you timely pay your SaaS Fees as set forth above, Tyler will provide a replacement VPN as needed during the term of this Agreement.

3.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, on a monthly basis at the rates set forth in the Investment Summary. Notwithstanding the foregoing, Tyler shall withhold billing and invoicing an amount equal to twenty (20) percent of each monthly invoice for the implementation and Project Management fees delivered in a phase, with such retention to be invoiced upon the earlier of (i) the go live date of the applicable phase as indicated in the Statement of Work as of the Effective Date; or (ii) the actual go live date for the applicable phase. Tyler reserves the right to demand payment of the retention upon an originally scheduled phase go-live date if the Client delays a phase go-live date by more than ninety (90) days and such delay is not caused by Tyler's failure to perform. For the avoidance of doubt, the foregoing retention shall only apply to the implementation costs totaling \$309,400 and the Project Management hours totaling \$81,200 as set forth in the Investment Summary. The retention shall not apply to data conversion

services or any other services listed under “Other Services.” Additionally, any required weekend work will be mutually agreed-to in advance prior to scheduling, and such services will be billed at Tyler’s then-current rates. As of the Effective Date, Tyler’s weekend work is priced at \$200 per hour. A minimum of 4 hours is required. Tyler agrees to hold such rate for the timeframe set forth in Section I (1).

3.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

3.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

3.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. 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 this Agreement.

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

4. Third Party Products.

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

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

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

5. Travel Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. We agree that our personnel shall not invoice you for fees for implementation or other professional services while in transit to your site; only those expenses set forth in our then-current Business Travel Policy shall be permitted. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars (\$25.00) and mileage logs are not available.

Exhibit B

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the commencement of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1

Payment. Payment for undisputed invoices is due within sixty (60) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.



Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Exhibit B
Schedule 1

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 State and will be determined as required.

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C Service Level Agreement

I. Agreement Overview

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

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

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

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

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

Maintenance Window: a planned period of time during which the licensed software is not accessible in the hosted environment due to performance of maintenance services.

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

III. Service Availability

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

a. Your Responsibilities

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

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

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work



with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

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

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

c. Client Relief

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

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle.

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

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	96.00-97.99%	5% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	94.00-95.99%	10% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<94%	15% credit of fee for affected calendar quarter will be posted to next billing cycle

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

IV. Applicability

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

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

V. Force Majeure

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

Exhibit C

supporting our request for relief pursuant to this Section. You will not unreasonably withhold acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

Issue Handling*Incident Tracking*

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

Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day
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.
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.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

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

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

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

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

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

Remote Support Tool

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

Exhibit D



Exhibit D
DocOrigin End User License Agreement

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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

Exhibit D

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit E



Exhibit E

Village of Downers Grove

SOW from Tyler Technologies, Inc.

1/8/2021

Presented to:
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Downers Grove, IL 60515

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry
- Make system reporting easier and reports available at all levels of the organization
- Decrease the reliance on paper-based processes
- Improve workflow processes
- Implement functionality to support transparency for the public to access information and documents, while working to ensure security standards are in place
- Increase self-service for both staff and the public with an improved web portal that accommodates mobile devices
- Deploy a user friendly dashboard and increased ease of use and functionality

1.3 Methodology

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

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



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

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

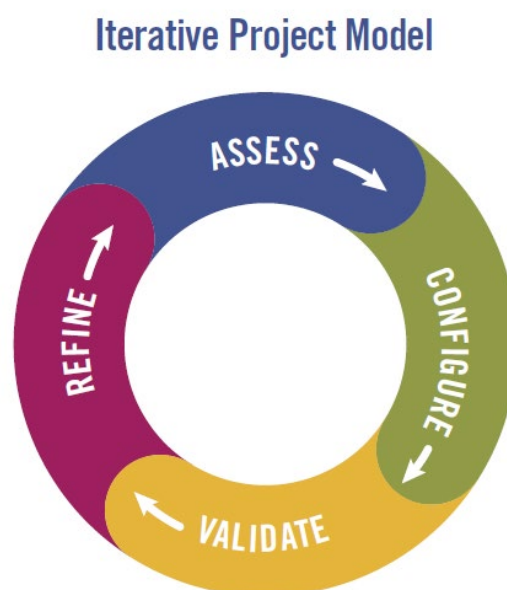


Exhibit E

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

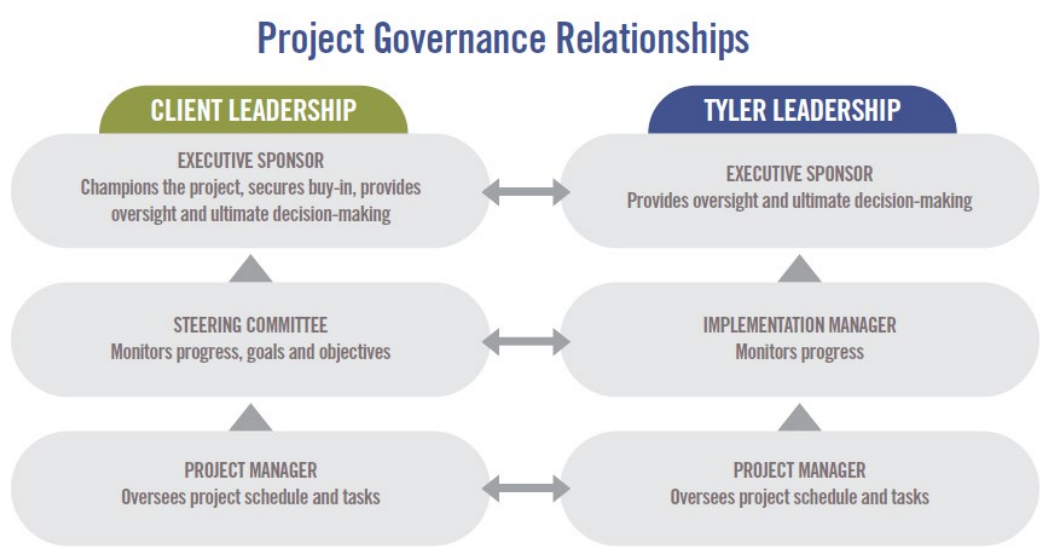
Part 2: Project Foundation

2. Project Governance

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

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

The chart below illustrates an overall team perspective where Tyler and the Village collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Village Steering Committee become the escalation points to triage responses prior to escalation to Village 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. Village and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three (3) connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



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

3.2 Change Control

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

3.3 Change Request Management

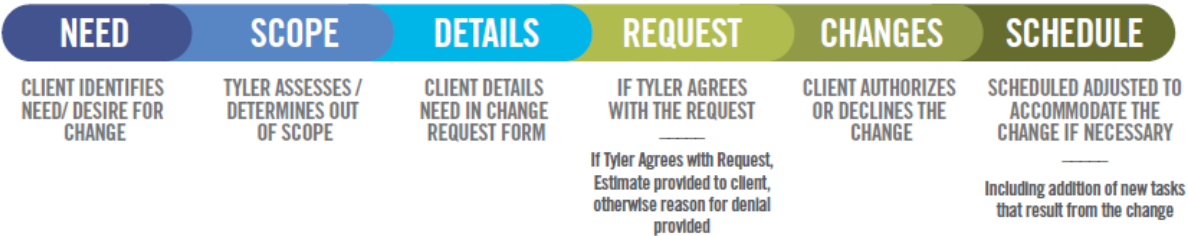
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Village; for example, Village may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

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

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

Change Request Process



4. Acceptance Process

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

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

The coordination of gaining Village feedback and approval on Project deliverables will be critical to the success of the Project. When possible to ensure an efficient response process, the Tyler Project Manager will notify the Village Project Manager of an upcoming Deliverable or Control Point to allow the Village Project Manager adequate time to align resources for review and effectively use the review timeline window, in order to meet mutually agreed-upon response timelines. The Village Project Manager will strive to gain deliverable and decision approvals from all authorized Village representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Village department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department. Acceptance of Project deliverables must be initiated from either the Village Project Manager or designee, and must be in writing. Acknowledgement, acceptance, or other communication from a Subject Matter Expert (SME), Functional Lead, or other Project Team member will not suffice as approval on Deliverables.

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

- The Village shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Village does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler shall provide a follow-up communication to confirm receipt and review status of the deliverable, and if no response is provided within two (2) business days Tyler may deem the Deliverable or Control Point as accepted.
- If the Village does not agree the particular Deliverable or Control Point meets requirements, the Village shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point within a mutually agreed-upon timeframe based upon the complexity of the deficiencies. The Village shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Village does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler may deem the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Village and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Village, but are

roles defined within the Project. It is common for individual resources on both the Tyler and Village project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

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

5.1.1 Tyler Executive Sponsor

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.

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.

- Prepares and presents contract milestone sign-offs for acceptance by Village project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Village project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

- 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

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

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Village Roles & Responsibilities

Village 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 Village Executive Sponsor

The Village executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, 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 Village steering committee, project manager(s), and functional leads to make critical business decisions for Village.

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

5.2.2 Village Steering Committee

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

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.

- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Village Policies
 - Needs of other Village projects

5.2.3 Village Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Village and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.

- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Village staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Village resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Village technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Village Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provides business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Village project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler project team
- Coordination of Village resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 Village Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Village business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Village staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Village End Users

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

5.2.7 Village Technical Lead

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

5.2.7.1 Village Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Village'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 Village and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Village Change Management Lead

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

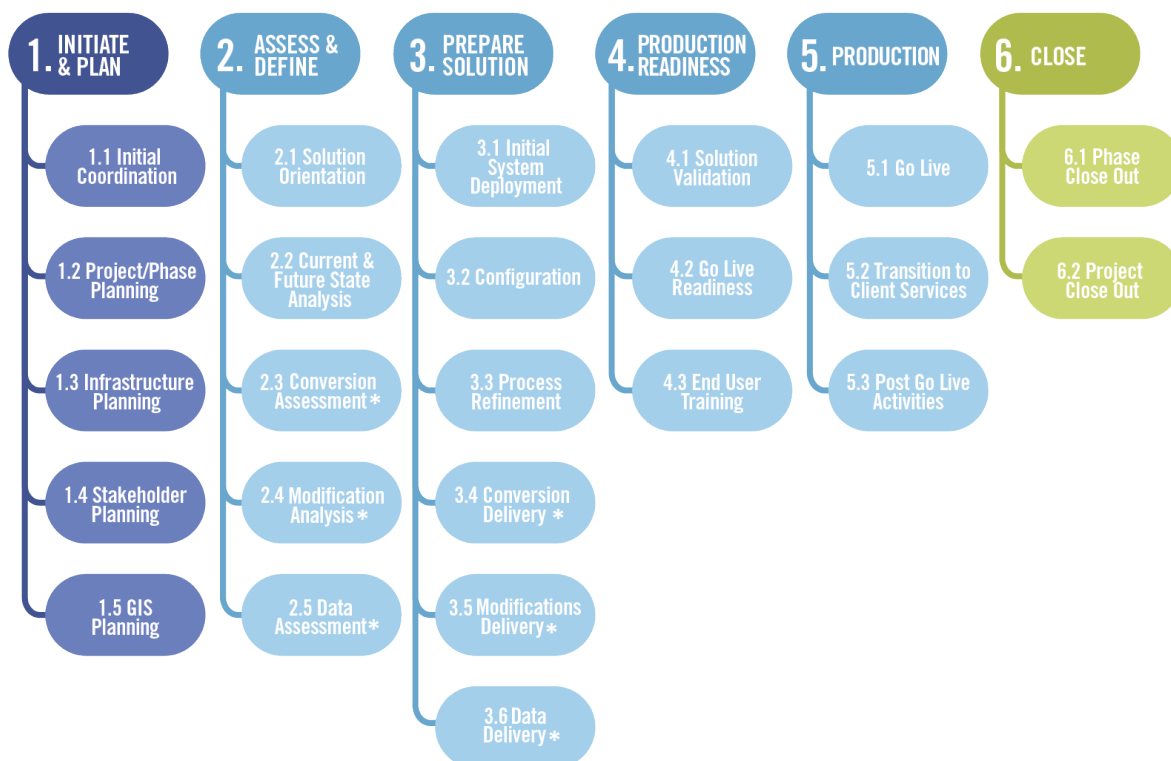
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)



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

6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Village project team.

STAGE 1	Initial Coordination														
	Tyler								Village						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I				
Village project team is assigned									A	I	R	I	I	I	
Provide initial project documents to Village		A	R	C			C		I		I				
Gather preliminary information requested			I						A		R	C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I				

Create Project Portal to store project artifacts and facilitate communication		A	R							I					
---	--	---	---	--	--	--	--	--	--	---	--	--	--	--	--

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

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

6.1.2 Project/Phase Planning

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

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

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

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

STAGE 1	Project/Phase Planning	
	Tyler	Village

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

- Village has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

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

Objectives:

- Ensure Village's infrastructure meets Tyler's application requirements.
- Ensure Village's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning
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	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

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

Work package assumptions:

- None.

6.1.4 Stakeholder Meeting

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

Objectives:

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

STAGE 1	Stakeholder Meeting																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined

- Project governance defined
- Project portal made available to Village
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Village business processes. This information will be used to identify and define business processes utilized with Tyler software. Village collaborates with Tyler providing complete and accurate information to Tyler staff, both by volunteering such information and in response to requests made by Tyler, and assisting in analysis, understanding current workflows and business processes. Tyler will in turn educate the Village on options available in the Tyler Software that may be used to meet Village requirements, and advise on best practices and proper internal controls and workflow. The Village shall be responsible for making configuration decisions based on the options presented by Tyler in a timely manner.

6.2.1 Solution Orientation

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

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Village team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Village team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Village for current and future state analysis.

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

Inputs	Solution orientation materials
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Training Plan

6.2.2 Current & Future State Analysis

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

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

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

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

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

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

Inputs	Village current state documentation	
	Solution Orientation completion	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Village attendees possess sufficient knowledge and authority to make future state decisions.
- Village is responsible for any documentation of current state business processes.
- Village is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

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

Objectives:

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

STAGE 2	Data Conversion Assessment																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
			I		C						A						R
		A	R	C	C						I	C		C			I
			I	I	I						A	R		C			I
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I

Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I
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Inputs	Village Source data
	Village Source data Documentation (if available)

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

Work package assumptions:

- If the source data originates from a Tyler system, Tyler will perform the data mapping exercise for each conversion.
- Tyler will work with Village representatives to identify business rules before writing the conversion.
- Village subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
-

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

- All licensed software is installed and operational.
- Village is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Village									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Village Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

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

Work package assumptions:

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

6.3.2 Configuration

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

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

Objectives:

- Software is ready for validation.
- Educate Village SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Village configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Village is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

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

Objectives:

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

STAGE 3	Process Refinement																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training (including forms and reports)			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration (including forms and reports)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Refine configuration			I	C							A	R		C			

(Village Responsible)																	
Validate interface process and results			I	C			C			A	R		C				C
Update Village-specific process documentation (if applicable)			I	C						A	R		C				
Updates to Solution Validation testing plan			C	C						A	R		C				C

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

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

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Village’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

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



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

reconcile to source system																	
-------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	
	Data Conversion Plan
	Configuration

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

Work package assumptions:

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

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Interfaces, reports and forms are configured.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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

6.4.1 Solution Validation

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

Objectives:

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Village updates report with testing results

Work package assumptions:

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

6.4.2 Go-Live Readiness

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

Objectives:

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

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

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to and approved by Village

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities. Tyler involvement in end user training has not been formally contracted in the Agreement, however, should the Village wish to receive assistance from Tyler at specific end user training instances, a no-cost amendment may be executed to reallocate existing project hours for this purpose.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Village users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Village specific business process documentation. Village-led training labs using Village specific business process documentation if created by the Village can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Village is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Village-led)			C	C							A	R	I	C	C	C	

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

Work package assumptions:

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

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

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

6.5.1 Go-Live

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

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

Tyler staff collaborates with Village during Go-Live activities. Village transitions to Tyler software for day-to-day business processing.

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

Objectives:

- Execute day to day processing in Tyler software.
- Village data available in Production environment.

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Village confirms data is available in production environment

Work package assumptions:

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

6.5.2 Transition to Client Services

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

Objectives:

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

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

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

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

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

Objectives:

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

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

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Advancement to the Close stage is dependent upon Tyler's receipt of this stage acceptance. Acceptance criteria for this Stage includes completion of all criteria listed below:

- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Processing of transactions is being performed in the Tyler Software production environment as the primary software application.
- Post-live services, if applicable, have been scheduled.
- Client services support document is provided.

6.6 Close

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

6.6.1 Phase Closeout

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

Objectives:

- Agreement from Tyler and Village teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Village								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						

Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

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

Inputs	Contract
	Statement of Work
	Project artifacts

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

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

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

Objectives:

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

STAGE 6	Project Close Out	
	Tyler	Village

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Village and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

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

Work package assumptions:

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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Project Teams will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Village project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Village is responsible for making decisions based on the options presented by Tyler.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Village to make process changes.
- Village is responsible for defining, documenting and implementing their policies that result from any business process changes.
- Performance Review. We agree to meet with your Project Manager not less than once per quarter to conduct a performance review of Tyler during the Project. These meetings will be either in person at Village offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

7.2 Organizational Change Management

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

7.3 Resources and Scheduling

- Village resources will participate in scheduled activities as assigned in the Project Schedule.
- The Village team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Village will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

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

7.4 Data

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

7.5 Facilities

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

8. Glossary

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

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

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

Part 4: Appendices

9. Conversion

9.1 Munis Conversion Summary

9.1.1 Accounting COA

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

9.1.2 Accounting - Actuals

- Summary account balances
- Up to 13 years plus current

9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 13 years plus current

9.1.4 Accounts Payable Master

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

9.1.5 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.6 Business License Master

- Businesses, licenses and permits, charges and receipts, and classification codes

9.1.7 Business License - Bills

- Receivable amounts associated with license detail
- Up to 5 years

9.1.8 General Billing CID

- Customer information

9.1.9 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

9.1.10 Payroll

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

9.1.11 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

9.1.12 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 13 years plus current

9.1.13 Payroll – Check History

- Up to 13 years plus current, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.14 Payroll – Earning/Deduction Hist.

- Up to 13 years plus current, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.15 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.16 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.17 Project Grant Accounting - Budget

- Original project ledger budget amounts

- Up to 3 years

9.1.18Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

9.1.19Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.1.20Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

9.1.21Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the Village's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the Village's legacy data contains this information.
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

9.1.22Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.1.23Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.24Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings (current and previous), meter usage (current and previous) and sales tax information.
- Standard Services conversions include ERUs

9.1.25Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

Exhibit E



10. Additional Appendices

10.1 Planned Data Exchanges

The following data exchanges from 3rd party software providers have been identified by the Village and included in the Scope of this Project, per the RFP and Tyler's proposal. The listing below shows the Potential Interfaces tab of Attachment B from the Village's RFP and Tyler's response. Additional planning and analysis will be performed to confirm, expand/reduce, and further define the data exchanges listed in the SOW.

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments	Included in scope of proposal?	Cost to Develop
Potential Information Exchanges									
The ways in which the proposed system, and the systems identified below, may interact in terms of passing information back and forth, are as follows: SEND: The Selected system will only need to SEND data to the third party application. RECEIVE: The Selected system will only need to RECEIVE data from the third party application. BOTH: The Selected system will need to both SEND and RECEIVE information to/from the third party application.									
INT.1	Productivity Tool	Microsoft Office (2010/2013/365)	Integration - Receive data in selected system	On-Demand	The Village is interested in understanding from vendors the way in which their solution(s) are able to interface with MS Office (in terms of Excel, Outlook, etc.). Please elaborate in the Comments column. The ERP system should have the ability to integrate with MS Word, MS	Standard - Other (Explain in comments)	SMTP/IMAP	Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments	Included in scope of proposal?	Cost to Develop
					Excel, and MS Outlook.				
INT.2	ERP Software	Eden	File Import Into Selected System	On-Demand	The Village anticipates that a temporary interface or a file import routine between the selected ERP system and the legacy ERP system may need to be developed should the new system be implemented in phases (assuming Payroll is run in the legacy ERP system until go-live in the new system). Payroll data will need to be transmitted from the legacy system to update the GL in the selected system once live. Receive: The ERP system should receive payroll information for purposes of updating the GL. The ERP system	Standard - File Import	Tyler's standard E2M integration only updates the GL. Anything additional will need additional discussions.	Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments		Included in scope of proposal?	Cost to Develop
					should receive DBA information from payroll for purposes of creating payments.					
INT.4	Asset Management Software	Lucity	Interface - Receive data in selected system	Near-Immediate (Real-Time)	Receive: The ERP system should receive work order information including final read on old meter, new meter number, starting read on new meter, meter size, etc.	Existing Interface Developed (Explain in comments)	An integration with Lucity for work orders is currently supported in the base application. Work orders that originate in Munis may be pushed to Lucity as work requests (which can create a work order) in real time, and Munis periodically polls Lucity for updates either when records are brought up or through a scheduled job. Among the data retrieved is the ending reading on old meter, ending reading read date, and new meter number.		Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments	Included in scope of proposal?	Cost to Develop
INT.5	Timekeeping Software	Telestaff	Interface - Send and Receive Data	On-Demand	If the future ERP system does not provide this functionality, an interface or file routine will be needed. Receive: The ERP system should receive time entries (via an import of a time file) for payroll processing. Send: The ERP system should send accruals and new employee data to the timekeeping system.	Standard - Other (Explain in comments)	Replace with Executime – UPDATE: THE VILLAGE HAS ELECTED TO KEEP TELESTAFF. TYLER HAS UPDATED THE RESPONSE TO BE 'STANDARD' FOR INTERFACING WITH TELESTAFF THROUGH THE NEGOTIATION PROCESS	Yes	
INT.6	Timekeeping Software	NovaTime	Interface - Send and Receive Data	On-Demand	If the future ERP system does not provide this functionality, an interface or file routine will be needed. Receive: The ERP system should receive time entries (via an import of a time file) for payroll processing. Send: The ERP system should send accruals and new employee information to the	Standard - Other (Explain in comments)	Replace with Executime UPDATE: THE VILLAGE HAS ELECTED TO KEEP NOVATIME. TYLER HAS UPDATED THE RESPONSE TO BE 'STANDARD' FOR INTERFACING WITH NOVATIME THROUGH THE NEGOTIATION PROCESS	Yes	

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Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments		Included in scope of proposal?	Cost to Develop
					timekeeping system.					
INT.8	GIS	ESRI	Interface - Receive data in selected system	On-Demand	Receive: The system should receive parcel attribute information and updates from GIS.	Standard - Interface/API			Yes	
INT.9	Additional Third-Party Receipting Systems	Library	File Import Into Selected System	On-Demand	Receive: Cash Receipting information at the summary level via a file import process for each system listed.	Standard - File Import			Yes	
		Parking				Standard - File Import			Yes	
		Community Development				Standard - File Import			Yes	
		Public Works				Standard - File Import			Yes	
		Police				Standard - File Import			Yes	
		Food and beverage tax				Standard - File Import			Yes	
INT.12	Cleared Checks	Fifth Third Bank	File Import Into Selected System	On-Demand	Receive: The ERP system should receive payroll transaction information for account reconciliation from the Village's bank.	Standard - File Import			Yes	
INT.13	Positive-Pay	Fifth Third Bank	File Export from	On-Demand	Send: The ERP system should send payroll positive pay	Standard - File Export			Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments		Included in scope of proposal?	Cost to Develop
			Selected System		file(s) to the Village's bank.					
INT.14	Payroll Direct Deposit	Fifth Third Bank	File Export from Selected System	On-Demand	Send: The ERP system should send payroll direct deposit file(s) to the Village's bank .	Standard - File Export			Yes	
INT.15	Purchasing Card Merchant	Chase	File Import Into Selected System	On-Demand	Receive: The ERP system should support the import a flat file (CSV, XLSX, etc.) containing purchasing card transaction detail (i.e., vendor name, transaction date, description entered online, account information).	Standard - File Import			Yes	
INT.16	Benefits - 401K Provider	Nationwide, ICMA	File Export from Selected System	On-Demand	Send: Employee (including beneficiaries) and benefit data	Standard - File Export			Yes	
INT.17	Benefits - Vision	EyeMed Vision	Interface - Send and Receive Data	Near-Immediate (Real-Time)	Send: Employee (including beneficiaries) and benefit data	Standard - File Export	834 Export		Yes	
INT.18	Benefits - Dental	Delta Dental	Interface - Send and Receive Data	Near-Immediate (Real-Time)	Send: Employee (including beneficiaries) and benefit data	Standard - File Export	834 Export		Yes	
INT.19	Benefits - Health Insurance	Blue Cross Blue Shield IL	Interface - Send and Receive Data	Near-Immediate (Real-Time)	Send: Employee (including beneficiaries) and benefit data	Standard - File Export	834 Export		Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments		Included in scope of proposal?	Cost to Develop
INT.20	Benefits - Life Insurance	Madison Life Insurance	Interface - Send and Receive Data	Near-Immediate (Real-Time)	Send: Employee (including beneficiaries) and benefit data	Standard - File Export	834 Export		Yes	
INT.21	Benefits - Disability Insurance	Madison Life Insurance	Interface - Send and Receive Data	Near-Immediate (Real-Time)	Send: Employee and benefit data	Standard - File Export	834 Export		Yes	
INT.22	Third-party Printing and Mailing Service	Infosend	File Export from Selected System	On-Demand	SEND: The UB system needs to send forms generation information to Infosend	Standard - File Export			Yes	
INT.23	Third-party remittance (lockbox, ACH)	Chase	File Import Into Selected System	Daily Batch	RECEIVE: The UB system needs to receive the payment file from Chase	Standard - File Import			Yes	
INT.24	Meter Reading Software	Acclara	Interface - Receive data in selected system	On-Demand	RECEIVE: The UB system needs to receive read data back. The UB system also needs to receive trouble codes.	Standard - File Import			Yes	
INT.25	Bank drafting	Fifth Third Bank	File Export from Selected System	On-Demand	SEND: The ERP system should send a file to the bank to draft money from auto-draft accounts	Standard - File Export			Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments	Included in scope of proposal?	Cost to Develop
INT.26	Productivity Tool	Google Suite	Integration - Receive data in selected system	On-Demand	The Village is interested in understanding from vendors the way in which their solution(s) are able to interface with the Google Suite of productivity solutions.	Standard - File Import / Export	Tyler applications provide the ability to export data to Microsoft Word and Microsoft Excel formats. Any application capable of opening these file types can be used, such as Google Docs and Sheets. Any SMTP/IMAP server can be used for email relaying, such as Microsoft Exchange and Gmail. Microsoft Office desktop client is required for the following advanced functionality: - Microsoft Excel desktop client for Microsoft Windows is required to create connections to and view reports of Munis OLAP cubes. - Munis Next Year Budget Entry (NYBE) for Excel is an add-in for Microsoft Excel 2010 and higher on Windows platforms. This add-in allows users to download, update, and upload budgetary information directly from Microsoft Excel through web-services. The NYBE add-in is one of many ways to add and maintain Munis budget info, and the only that requires Excel.	Yes	

Exhibit E

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments	Included in scope of proposal?	Cost to Develop
							- Microsoft Word desktop client is required to maintain Munis mail-merge templates. Any applicable capable of opening MS Word file formats (.docx), such as Google Docs, can view mail-merge output.		
INT.27	IMRF, unions, etc.	IMRF.ORG	Integration - Send data from selected system	Near-Immediate (Real-Time)	Send payroll data; enter new hires; term employees/retirees; share short term disability leave	Standard – file export	We do have the ability in MUNIS to pull data specific to IMRF reporting.	Yes	

The following items, included in the scope of the Village's original RFP, and included in Tyler's original proposal response, have been reviewed jointly and either removed from scope due to the decision to do so or as a result of the scope of the award of this Agreement.

Req #	System Type	Product and Version	Desired Type of Data Transfer	Desired Frequency of Data Transfer	Data Involved in Potential Transfer	Tyler Proposal Response	Tyler Proposal Comments	Included in scope of proposal?	Cost to Develop
INT.3	Code Enforcement Software	PublicStuff	File Export from	Daily Batch	Receive: The ERP System should receive code enforcement data on a parcel basis	Further Analysis Required	Replace with EnerGov CodeEnforcement	No	

Exhibit E

			Selected System			(Explain in comments)			
INT.7	Document Management System	OnBase	Interface - Send data from selected system	Near-Immediate (Real-Time)	The ERP system should be able to interface with OnBase for purposes of linking document to transactions within the selected system.	Further Analysis Required (Explain in comments)	Munis does not include direct integration with third party Enterprise Content Management (ECM) solutions. Tyler has proposed Tyler Content Manager Standard Edition (TCM SE), an integrated content management solution, to electronically capture, manage, and retrieve all documents related to Tyler applications. Tyler Content Manager includes a document extract utility to automate document and metadata export to a file system that clients can use to import to a separate third-party ECM solution. Retrieval of content stored in third-party ECM solutions directly from Munis applications is not supported.	No	
INT.11	Applicant Tracking	CivicHR	Interface - Send and Receive Data	Daily Batch	The Village preference is to replace this functionality through the adoption of a new system. If the future ERP system does not provide this functionality, the ERP system will need to send and receive information through the legacy system related to job announcements and applicant tracking processes.	Standard - Other (Explain in comments)	Replace with Munis Recruiting	No	

Exhibit E

					SEND: The ERP HR module should be able to send salary range updates to job descriptions to the applicant tracking system. RECEIVE: The ERP HR module should receive applicant data, position, certifications, qualification, references, and other application information from the applicant tracking system.					
INT.10	Public Safety Testing System	FireHouse	File Import Into Selected System	On-Demand	Receive: The ERP system should receive exam scores for civil service exams (file import).	Standard – File Import	Could import to Comments in Civil Service (under EE Job/Salary); could use EE User-defined	No		

11. Project Timeline

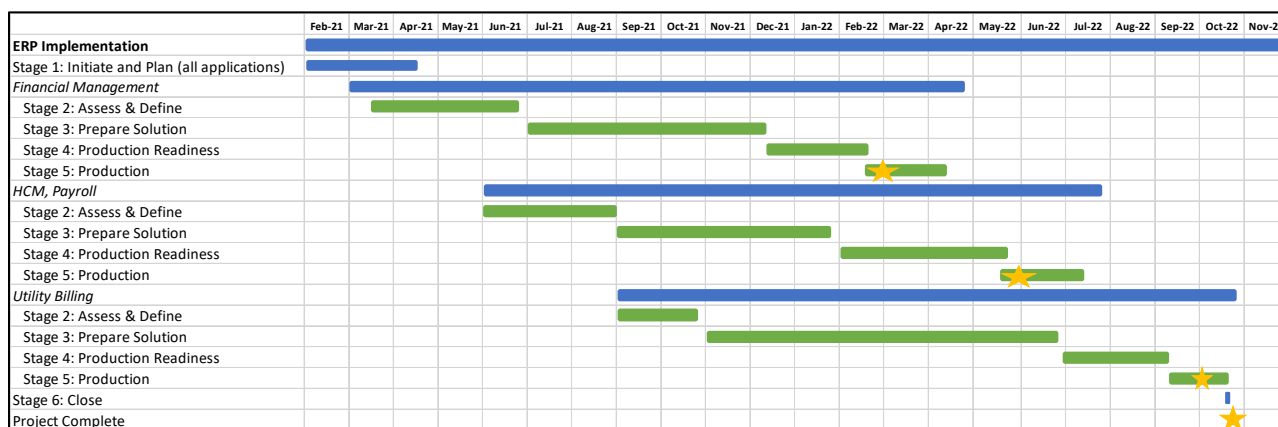
11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following milestone dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	Start	Go Live
Stage 1: Initiate and Plan	February, 2021	Not Applicable
Financials	April, 2021	April, 2022
HCM/Payroll	July, 2021	July, 2022
Utility Billing	October, 2021	October, 2022

The dates proposed fall within a typical implementation timeline, under the assumption the Village will utilize standard solution features and functions.



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Exhibit F



Exhibit F
Tyler's Proposal

Tyler's Proposal in response to the Client's Request for Proposals #RFP-0-72-2019/DC is incorporated herein by reference as if fully set forth herein.

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Exhibit G



Exhibit G
Village of Downers Grove Request for Proposals

The Client's Request for Proposals #RFP-0-72-2019/DC is incorporated herein by reference as if fully set forth herein.

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