



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 12.**

**File ID:** 24-1155

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 12/05/2024

**Short Title:** Contracts Database Report - December 18, 2024

**Final Action:** 12/18/2024

**Title:** **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) SmartCop - Public Safety Automatic Records Management - Renewal

(D) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

(E) Transdev Fleet Services, Inc. - Fire Department Fleet Maintenance -  
Renewal

(F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS -  
Renewal

**ITEM (G) WILL NOT BE RENEWED; THEREFORE, NO COMMISSION  
ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION  
PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S  
PROCUREMENT CODE:**

(G) Kitchen Gallery & Design, Inc. - Kitchen & Bathroom Cabinet Fabrication  
&  
Installation for the Housing Division - Non-Renewal

**\*Agenda Date:** 12/18/2024

**Agenda Number:** 12.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - December 18th, 2024, 2. A. Ericks Consultants Inc - Legislative Consulting (AB), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (AB), 4. C. SmartCop -

Public Safety Automatic Records Management Agreement (All Backup), 5. D. Smith, Bryan and Myers - Legislative Consulting Services (AB), 6. E. Transdev Fleet Services, Inc. - Fire Department Fleet Maintenance- (All Backup), 7. F. Tyler Technologies, Inc.- ERP Agreement (AB), 8. G. Kitchen Gallery Design Inc. - Kitchen Bathroom Cabinets (All-Backup)

**Related Files:**

1 City Commission 12/18/2024 approve

**Action Text:** The commission agreed unanimously to approve item 12 C, E, F, and G. by consent. Item 12 A, B and D was pulled by Commissioner Rodriguez for discussion and passed unanimously.

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**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) SmartCop - Public Safety Automatic Records Management - Renewal
- (D) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal
- (E) Transdev Fleet Services, Inc. - Fire Department Fleet Maintenance - Renewal
- (F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

**ITEM (G) WILL NOT BE RENEWED; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(G) Kitchen Gallery & Design, Inc. - Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division - Non-Renewal

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal**

1. On January 24, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for the provision of consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies, for an initial one (1) year period, which expired on January 31, 2014.
2. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed up to and including January 31, 2025.
4. City Staff recommends the City Commission to approve this Twelfth Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2025, and naturally expire on January 31, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$84,000.00
- b) **Amount budgeted for this item in Account No:**  
001-519-0800-531500-0000-000-0000- (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year projection of the operational cost of the project:**

	FY2024-2025	FY2025-2026
Revenues	\$ -	\$ -
Expenditures	\$ 56,000.00	\$ 28,000.00
Net Cost	\$ 56,000.00	\$ 28,000.00

- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal**

1. On January 25, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for the provision of services during Federal legislative sessions, including meetings as well as Federal and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the CITY with the Federal/Local Government regulatory agencies, for an initial one (1) year period, which expired on January 31, 2014.
2. Section 6.01 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On December 20, 2022, the City approved the Tenth Amendment to the Original Agreement, as amended, to modify the Scope of Services to remove the requirement of Lawrence J. Smith, P.A. to lobby at the State level on behalf of the City. As a result of this modification, the total compensation amount stated in the original agreement, as amended, was reduced to \$50,000 from \$84,000.
4. To date the term of the Original Agreement, as amended, has been extended to January 31, 2025.
5. City Staff recommends that the City Commission approve this Twelfth Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2025, and naturally expire on January 31, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$50,000.00
- b) **Amount budgeted for this item in Account No:**  
001-519-0800-531500-0000-000-0000- (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2-year projection of the operational cost of the project:**

	FY2024-2025	FY2025-2026
Revenues	\$ -	\$ -
Expenditures	\$ 33,333.33	\$ 16,666.67
Net Cost	\$ 33,333.33	\$ 16,666.67

- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor**



**Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(C) SmartCop - Public Safety Automatic Records Management - Renewal**

1. On June 24, 2013, pursuant to RFP # IT-12-02, the City entered into an agreement with SmartCop, Inc. (formerly d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.
2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.
3. Section 3.1 of the Original Agreement, provides that the maintenance services would begin following installation and acceptance of the equipment. Installation was completed and the initial maintenance services began on January 29, 2015, establishing a maintenance subscription term from February to January of each year.
4. Section 3.2 of the Original Agreement provides for extension of the maintenance and support services on an annual basis by payment of the annual fee. The City continuously paid invoices from the contractor, extending the term of the Agreement annually.
5. On September 12, 2018, the Parties entered into the First Amendment to the Original Agreement, to include two (2) additional SmartMCT Client licenses and the purchase/implementation of 250 ESRI Mobile Licenses.
6. On May 15, 2019, the Parties entered into the Second Amendment to the Original Agreement, as amended, to include the services for a SmartCOP/FileOnQ Two-way integration (Offense Property).
7. On February 16, 2022, November 3, 2022, and December 11, 2023, the Parties entered into the Third, Fourth, and Fifth Amendments respectively, thereby extending the maintenance and support services each time for one (1) year, to January 31, 2025.
8. The Police Department recommends that the City Commission approve the Sixth Amendment to extend the maintenance and support term for a one (1) year period commencing on February 1, 2025, and expiring on January 31, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$111,033.08

**b) Amount budgeted for this item in Account No:**  
001-521-3001-534995-0000-000-0000: Other Svc - IT

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."

d) **1-year projection of the operational cost of the project:**

	Current FY
Revenues	\$ -
Expenditures	\$111,033.08
Net Cost	\$111,033.08

e) **Detail of additional staff requirements:** "Not Applicable"

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable."

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** "Not Applicable."

**(D) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal**

1. On February 2, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31, 2018.

2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement, for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the term of the Original Agreement has been extended to January 31, 2025.

5. City Staff recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2025, and naturally expire on January 31, 2026, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Initial Cost:** \$36,000.00

b) **Amount budgeted for this item in Account No:**

001-519-0800-531500-0000-000-0000- (Professional Services-Other)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 2-year projection of the operational cost of the project:**

	FY2024-2025	FY2025-2026
Revenues	\$ -	\$ -
Expenditures	\$ 24,000.00	\$ 12,000.00
Net Cost	\$ 24,000.00	\$ 12,000.00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(E) Transdev Fleet Services, Inc. - Fire Department Fleet Maintenance - Renewal**

1. On March 19th, 2018, the City entered into a Contractual Services Agreement with First Vehicle Services, Inc. for an initial five (5) year period, which expired on March 31st, 2023.
2. First Vehicle Services, Inc. provides the City's Fire Department fleet of vehicles specialized repair, maintenance, and parts.
3. On November 20th, 2018, the Parties entered into the First Amendment to increase the annual compensation amount not to exceed from \$518,980 to \$540,000 to allow for completion of a backlog of repairs.
4. On November 5th, 2019, the Parties entered into the Second Amendment to amend the scope of services to include Comeback/Re-Do Services and to increase the hourly wages per Consumer Price Index (CPI) and to increase the total annual compensation amount not to exceed from \$540,000 to \$550,000.
5. On August 23rd, 2021, the Parties entered into the Third Amendment to increase the hourly wages per Consumer Price Index (CPI) and to increase the total annual compensation amount not to exceed accordingly, from \$550,000 to \$565,000.
6. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three (3), additional, two (2) year renewal terms upon mutual consent, evidenced by written Amendments.
7. On January 31st, 2023, the Parties entered into the Fourth Amendment to renew the term of

the agreement for the first, two (2) year renewal period which will expire on March 31st, 2025.

8. On October 21st, 2024, the Parties entered into the Fifth Amendment to assign the Agreement to Transdev Fleet Services, following the acquisition of First Vehicle Services, Inc. by Transdev North America on April 12, 2024.

9. The Fire Department recommends that the City Commission approve the Sixth Amendment to the Contractual Services Agreement with Transdev Fleet Services, Inc. to increase the compensation by 2% for both the Annual Operation and Management Fee and the Contractor's employee hourly wages and burden rate, and to renew the term of the Agreement for the second, two (2) year renewal, also extending it to align with the City's fiscal year for a period commencing on April 1, 2025 and expiring on September 30, 2027, as allowed by the Agreement.

#### FINANCIAL IMPACT DETAIL:

a) **Annual Renewal Cost:** \$646,000 (2-year renewal term with additional 6-months to align term with City's fiscal year)

b) **Amount budgeted for this item in Account No:** 001-529-4003-546300-0000-000-0000  
- R&M Vehicles

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **2.5-year projection of the operational cost of the project:**

	Current FY 4/1 - 9/30	FY 2026	FY 2027
Revenues	\$ -	\$ -	\$ -
Expenditures	\$323,000.00	\$646,000.00	\$646,000.00
Net Cost	\$323,000.00	\$646,000.00	\$646,000.00

e) **Detail of additional staff requirements:** Not Applicable.

#### FEASIBILITY REVIEW:

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

#### (F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal

1. On April 24, 2019, the City entered into an Agreement with Tyler Technologies, Inc. for the provision of the Enterprises Resource Planning (ERP) Software, for an initial three (3) year

period, which expired on April 30, 2022.

2. On October 7, 2019, the Parties executed Change Order 001 to reallocate conversion hours to lead hours (Consulting).

3. On April 28, 2020, the Parties executed Change Order 002 to remove the Bid Management Module.

4. On June 1, 2020, the Parties executed Change Order 003 to remove conversion services and to add 7 Tyler ready forms.

5. On February 7, 2021, the Parties executed Change Order 004 to increase the annual SaaS fee in the amount of \$40,000.00 and to update Go-Live Dates.

6. On June 9, 2021, the Parties executed Change Order 005 to convert travel expenses and increase implementation services in the amount of \$347,900.00.

7. On December 7, 2021, the Parties executed Change Order 006 to convert travel expenses to implementation services in the amount of \$182,000.00.

8. On February 10, 2022, the Parties executed Change Order 007 to remove the ExecuTime services and reduce the annual amount by \$33,217.00.

9. On March 16, 2022, the Parties executed Change Order 008 to increase the annual amount to \$115,323.33 for additional implementation services and agreed to the automatic renewal of the contract term for an additional one (1) year period which will expire on April 30, 2023.

10. On December 14, 2022, the City Commission approved automatic renewal of the Agreement term at the then-current SaaS fees expiring on April 30, 2024.

11. On December 6, 2023, the City Commission ratified Change Orders 009 through 013 to increase the compensation under the agreement by \$454,900 for additional services and to also increase the annual SaaS licensing fees by \$4,881.

12. On January 17, 2024, the City Commission approved the automatic renewal of the Agreement term, which expires on April 30, 2025.

13. The Technology Services Department recommends that the City Commission approve for the automatic renewal of the term of this Agreement for and additional one (1) year period which shall commence on May 1, 2025, and naturally expire on April 30, 2026.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$1,435,103.00

**b) Amount budgeted for this item in Account No:** \$1,435,103.00 -  
001-513-2002-546801-0000-000-0000 IT Maintenance Contracts

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5-year projection of the operational cost of the project** Not Applicable

	FY 2024-2025
Revenues	\$ -
Expenditures	\$1,435,103.00
Net Cost	\$1,435,103.00

e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(G) Kitchen Gallery & Design, Inc. - Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division - Non-Renewal**

1. On May 11, 2022, the City entered into an Agreement with a pool of vendors for an initial, three (3) year period, which will expire on May 10, 2025.

2. The City of Pembroke Pines Community Services Department contracted with the following vendors for the supply and installation of wood cabinets in the kitchens and bathrooms at the City of Pembroke Pines Housing Division's apartments:

- Cabinet Stop Shop
- HRT Construction Group (Contract was not finalized due to insurance issues)
- Kitchen Gallery & Design

3. Section 3.2 of the Agreement authorizes renewal of the term for one (1), three (3) year period upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. Since awarding the original agreement, the pool of vendors has dropped to a single company bidding and providing the services.

5. On December 4, 2012, the non-renewal notice for Cabinet Stop Shop was presented to City Commission under agenda item #24-1133.

6. The Community Services Department has therefore opted not to renew the Agreement and has commenced a new procurement process to secure these services.





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 18.**

**File ID:** 24-0040

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 01/03/2024

**Short Title:** Contracts Database Report - January 17th, 2024

**Final Action:** 01/17/2024

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal

(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal

(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal

(D) Calvin, Giordano & Associates, Inc. - Building Department Services -  
Renewal

(E) The Wetlandsbank Company, LLC - Mitigation Bank - Renewal

(F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS -  
Renewal

(G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal

**ITEMS (H) AND (I) WILL EXPIRE WITH NO RENEWAL TERMS  
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED  
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY  
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT  
CODE:**

(H) Toshiba America Business Solutions, Inc. - Multi-Function Products  
(Printers/Copiers) - Non-Renewal

(I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground  
utility parts - Non-renewal

**\*Agenda Date:** 01/17/2024



**Agenda Number:** 18.

**Internal Notes:**

**Attachments:** 1. Contract Database Report - January 17th, 2024, 2. A. Ericks Consultants Inc - Legislative Consulting (AB), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (AB), 4. C. Smith, Bryan and Myers - Legislative Consulting Services (AB), 5. D. CGA - Building Department Services Agreement (all backup), 6.1 D. Scorecard and Evaluation - CGA Building Department January 2024 with owner builder affidavit, 7. E. Wetlandsbank Company (The) - Wetlands Mitigation Bank Agreement (all backup), 8. F. Tyler Technologies, Inc.- ERP System Software Service Agreement (all backup), 9. G. HAZEN AND SAWYER PC - PSUT-20-10 - WWTP PROCESS ENGINEERING (all backup), 10. I. Ferguson Enterprises - Underground Utility Parts (AB)

**Indexes:**

**Related Files:**

1	City Commission	01/17/2024	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

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**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal**

1. On January 24, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31, 2014.
2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for

additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed up to and including January 31, 2024.

5. City Staff recommends the City Commission to approve this Eleventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$84,000.00

**b) Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 2-year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal**

1. On January 25, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31, 2014.

2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.

3. Section 6.01 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written

Amendments extending the term thereof.

4. To date the term of the Original Agreement, as amended, has been extended to January 31, 2024.

5. On December 20, 2022, the City approved the Tenth Amendment to the Original Agreement, as amended, to modify the Scope of Services to remove the requirement of Lawrence J. Smith, P.A. to lobby at the State level on behalf of the City. As a result of this modification, the total compensation amount stated in the original agreement, as amended, was reduced to \$50,000 from \$84,000.

6. City Staff recommends that the City Commission approve this Eleventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$50,000.00

**b) Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 2-year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$33,333.33	\$16,666.67
Net Cost	\$33,333.33	\$16,666.67

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal**

1. On February 2, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31, 2018.

2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions,

including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement, for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the term of the Original Agreement has been extended to January 31, 2024.

5. City Staff recommends that the City Commission approve this Seventh Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2024, and naturally expire on January 31, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$36,000.00

**b) Amount budgeted for this item in Account No:** 001-519-800-531500 (Professional Services-Other)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 2-year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(D) Calvin, Giordano and Associates, Inc. - Building Department Services - Renewal**

1. On July 1, 2009, the City entered into a Professional Services Agreement with Calvin Giordano & Associates, Inc. (CGA) for an initial five (5) year period, commencing July 1, 2009, and expiring June 30, 2014, with subsequent one (1) year renewals.

2. Calvin, Giordano and Associates, Inc. provides plan review, inspection, and other building

department related services pursuant to Request for Proposals No F109-05.

3. The term of the Agreement was renewed annually six (6) times, extending the term to June 30, 2020, with direction provided by the City Commission to the City Manager to negotiate better terms in an effort to generate additional revenues for the City.

4. On June 3, 2020, the Parties entered into the Eighth Amendment to decrease the fees and costs set forth in the Original Agreement, pursuant to a decrease in the Consumer Price Index, and to renew the term for one (1) year to expire on June 30, 2021.

5. On November 17th, 2021, following negotiations by the City Manager, Workshops, and the submittal of various reports requested by City Commissioners, the City Commission approved the Tenth Amendment to the Agreement to include re-negotiated terms with additional clarification to the definitions and terms as noted in the Commission Auditors' report, and to extend the Term for three (3) years to December 31, 2024 with an option to renew for an additional one (1) year term upon the mutual consent of the Parties, evidenced by written amendments to the Original Agreement, as amended, but subject, nonetheless to a formal and public performance review of the CONTRACTOR by the City, to be conducted by and through the City Commission, prior to the end of the three year term.

6. City Staff has completed the requested performance review, also referenced as the Evaluation and Scorecard, which is attached to this agenda.

7. City Staff recommends that the City Commission approve this Eleventh Amendment to renew the term for one (1) year, commencing on January 1, 2025, and expiring on December 31, 2025, as allowed by the Agreement.

#### FINANCIAL IMPACT DETAIL:

**a) Renewal Cost:** This contract is based on a % of revenues; the City retains 11.5% of permit revenues and CGA receives 88.5% for operations. Per the contract City is also reimbursed for rent and administrative fees.

**b) Amount budgeted for this item in Account No:** Amounts are budgeted in the following Revenue Accounts: Rental City Facilities 001-000-6001-362030-0000-000-0000-; Administrative Fee - Building Svc 001-000-0800-341310-0000-000-0000- Fund 110 - Building was also created, due to the transition to Energov.

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5-year projection of the operational cost of the project:** The City's 11.5% is used to offset other costs related to the building operations such as the Energov software purchase and annual licenses. See attached Revenue Summary.

	Current FY	Year 2	Year 3	
Revenues	\$1,418,525.00	\$1,468,174.00		\$388,988.00
Expenditures	(\$1,418,525.00)	(\$1,468,174.00)		(\$388,988.00)
Net Cost	\$ .00	\$ .00	\$ .00	

e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** See attached In-House Analysis

**(E) The Wetlandsbank Company, LLC - Wetlands Mitigation Bank - Renewal**

1. On March 28th, 2019, the City entered into a License Agreement with The Wetlandsbank Company, LLC for a five (5) year period which will expire on March 27th, 2024.

2. The City has granted The Wetlandsbank Company, LLC ("TWC") exclusive right to sell Mitigation Bank Credits in the Mitigation Bank and to ensure that any such Credit Sale is in full compliance with the Agreement and with all applicable Permits and requirements of federal, state, and local laws. The intention of the license agreement is for the sale of Mitigation Bank Credits to be used to meet the compensatory mitigation obligations under applicable laws for those persons seeking to undertake development or other activities that adversely impact regulated Wetlands in the Service Area of the Mitigation Bank.

3. Section 3 of the Agreement authorizes its renewal for two (2), additional, five (5) year terms subject to the execution of written amendments to the Agreement, executed by both Parties, and approved by the City Commission.

4. On July 9th, 2020, the Parties executed the First Amendment to authorize TWC to attempt to add more State Mitigation Bank Credits under the South Florida Water Management District Permit and to market such credits, as well as to provide for payment to the City of the applicable License Fee relating to the sale of State Credits or the sale of dual Credits.

5. The Finance Department recommends that the City Commission approve this Second Amendment for the first, five (5) year renewal term which shall commence on March 28th, 2024, and shall expire on March 27th, 2029, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Revenue:** The sale of the wetland bank credits are a revenue to the City. The City receives 45% of the gross sales proceeds and the Wetlandsbank Co receives 55%.

b) **Amount budgeted for this item in Account No:** The City does not budget for this revenue, as we do not know the amount or exact timing of when the revenues will be received.

Once the sale is completed revenues are recorded in account  
001-000-7001-369100-0000-000-0000- Sale of wetland credits

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 5-year projection of the operational cost of the project** We do not anticipate this revenue prior to collection.

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(F) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal**

1. On April 24th, 2019, the City entered into an Agreement with Tyler Technologies, Inc. for an initial three (3) year period, which expired on April 30th, 2022.

2. Tyler Technologies, Inc. provides Enterprises Resource Planning (ERP) Software as a Service, City-wide.

3. On October 7th, 2019, the Parties executed Change Order 001 to reallocate conversion hours to lead hours (Consulting).

4. On April 28th, 2020, the Parties executed Change Order 002 to remove the Bid Management Module.

5. On June 1st, 2020, the Parties executed Change Order 003 to remove conversion services and to add 7 Tyler ready forms.

6. On February 7th, 2021, the Parties executed Change Order 004 to increase the annual SaaS fee in the amount of \$40K and to update Go-Live Dates.

7. On June 9th, 2021, the Parties executed Change Order 005 to convert travel expenses and increase implementation services in the amount of \$347,900.00.

8. On December 7th, 2021, the Parties executed Change Order 006 to convert travel expenses to implementation services in the amount of \$182,000.00.

9. On February 10th, 2022, the Parties executed Change Order 007 to remove the ExecuTime

services and reduce the annual amount by \$33,217.00.

10. On March 16th, 2022, the Parties executed Change Order 008 to increase the annual amount to \$115,323.33 for additional implementation services and agreed to the automatic renewal of the contract term for an additional one (1) year period which will expire on April 30th, 2023.

11. On December 14th, 2022, the City Commission approved automatic renewal of the Agreement term at the then-current SaaS fees expiring on April 30th, 2024.

12. On December 6th, 2023, the City Commission ratified Change Orders 009 through 013 to increase the compensation under the agreement by \$454,900 for additional services and to also increase the annual SaaS licensing fees by \$4,881.

13. The Technology Services Department recommends that the City Commission approve for the Agreement to renew for a fourth, additional one (1) year term commencing on May 1st, 2024, and expiring on April 30th, 2025.

#### FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$1,600,000.00

b) **Amount budgeted for this item in Account No:** 001-513-2002-546801-0000-000-0000  
- IT Maintenance Contracts

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **1-year projection of the operational cost of the project:**

	Current FY (May-Sept)	FY 2024-25 (Oct-Apr)
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$1,600,000.00
Net Cost	\$0.00	\$1,600,000.00

e) **Detail of additional staff requirements:** Not Applicable

#### FEASIBILITY REVIEW:

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(G) Hazen and Sawyer, P.C. - Continuing Professional Services - Renewal**



1. On February 2nd, 2021, the City entered into an Agreement with Hazen and Sawyer, P.C. for an initial three (3) year period, which will expire on February 1st, 2024.
2. Hazen and Sawyer, P.C. provides Process Engineering Services for the Wastewater Treatment Plant collection and distribution facilities, for construction and process improvement projects, with a focus on additions and alterations to existing facility systems.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this Second Amendment to amend the compensation and to provide for the first, one (1) year renewal term commencing on February 2nd, 2024, and expiring on January 31st, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** Not applicable. Staff will submit every work authorization under this contract term, greater than or equal to \$25,000.00, to the City Commission for consideration.
- b) **Amount budgeted for this item in Account No:** Account Coding will be determined at the time of, and dependent on, each project.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1-year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(H) Toshiba America Business Solutions, Inc. - Multi-Function Products  
(Printers/Copiers) - Non-Renewal**

1. On February 3rd, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, which expired on February 1st, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for

the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.

3. Section 3.2 of the Original Agreement authorizes additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The term of the Agreement has been renewed four (4) times and further extended for 180 days expiring on April 29th, 2024.

5. The Agreement will not be further renewed. A new procurement process for these services was initiated and the results are being presented for City Commission approval at the current meeting.

**(I) Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks - Underground utility parts - Non-Renewal**

1. On May 5, 2021, the City entered into an Agreement with Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks for the provision of underground utility parts for an initial period, which expires on April 1, 2024.

2. Ferguson Enterprises, LLC. d/b/a Ferguson Waterworks provided the City with underground utility parts.

3. The Agreement does not allow for any renewals and the City Utilities Department has not been using this Agreement since the City entered in the Agreement with Ferguson Enterprises, LLC. for the provision of Utilities Fittings and Accessories.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Pembroke Pines, Florida ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. Client and Tyler agree to amend the Agreement as set forth in the Project Change Request attached to the Amendment as Exhibit 1 ("Project Change Request"). Such Project Change Request shall result in the following:
  - a. Exhibit E (Statement of Work), Section 3.2, is hereby amended as follows:
    - i. Phase 3, Human Capital Management
      1. Go-Live – June 31, 2023
  - b. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
    - i. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
      1. In recognition of an incorrect fee being used for the HCM Project Management (monthly fee) in Amendment 10, dated November 17, 2022, for the months of December 2022 through March 2023, Tyler will provide a credit of \$15,000 for the overage as indicated in the Exhibit 1. Tyler agreed to honor originally contracted rate for HCM Project Management (monthly fee) at a rate of \$20,750/month but the then current rate of \$24,500 was used in the amendment in error. The \$15,000 credit will be applied as part of this amendment to extend services from April 2023 through August 2023 for monthly project management.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



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

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: May 5, 2023

City of Pembroke Pines, Florida

By: Charles F. Dodge

Name: Charles F. Dodge

Title: City Manager

Date: 5/3/23



**Exhibit 1**  
**Project Change Order**

*Inserted on the following pages.*

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## Project Change Request

Date: March 29, 2023

PSIR Number: 2023-03-01

City of Pembroke Pines, FL

Change Request Number: 11

Requester: Aner Gonzalez

**Nature of the proposed change:** Request to extend Phase 3 Human Capital Management implementation to support the Stage 4, 5, and 6 activities, including Payroll parallel runs, User Acceptance Testing, and End User Training.

**Reason for the Change:** The revised date for Phase 3 go live is June 31, 2023 (first Munis Payroll planned July 14, 2023). The previous planned go live for Phase 3 was March 31, 2023. The decision was made with the City Manager and Project Sponsor to move the go live to allow the business units more time to complete User Acceptance Testing for payroll, complete the data conversion, and complete a document conversion with Employee History. The estimate assumes the City is live with the Executime time entry solution and the HR - Recruiting, ESS, Personnel Action Entry functions.

**Detailed Description of Resources (both Tyler and the City):** Dedicated resources have remained available to the City to provide requested services. The implementation resources below will be extended to support the new timeline:

Resource	Extension Period	Commitment	Rate	Cost
Project Manager	April–August 2023	5 months	\$20,750/month	\$103,750.00
Human Capital Management Lead	April–August 2023	13 days/month	\$1,400/day	\$91,000.00
			Est. Travel/Expense	\$42,000.00
			Less Tyler Credit	(\$15,000)
			<b>Total</b>	<b>\$221,750.00</b>

**Specifications:** N/A

**Implementation Plans:** The activities associated with this change will be incorporated into the Project Plan.

**Scheduled Completion:** N/A

**Impact of the Change:**

The following adjustments to the Investment Summary will be made with Change Order #11 and a Contract Amendment.

Investment Summary							Change Order #11 21 Mar-23
Model #	Description	Original Price	Est Price	Total Adjustments	SaaS Total	Actuals to date	Variance (Est - Act)
5	WCHH000000-CP01	\$542,750.00	\$147,000.00	\$394,000.00	\$1911,000.00	\$462,750.00	\$138,250.00
	Dedicated Full Time Project Manager (3 months)						\$138,250.00
100	TVL-EIT	\$801,790.00	\$801,790.00	-\$403,900.00	\$197,890.00	\$356,879.50	\$41,010.50
	Estimated Travel Expenses						\$42,000.00
100	MSO-CD-001	\$1,400.00	\$236,800.00	\$134,800.00	\$493,400.00	\$412,800.00	-\$81,000.00
	Project MCM & Subsequent Lead						\$91,000.00

A credit of \$15,000 will be applied to the first months services.







## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, Florida, with offices at 601 City Center Way, Pembroke Pines, Florida 33425 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. Client and Tyler agree to amend the Agreement as set forth in the project change request attached to this Amendment as Exhibit 1 ("Project Change Request"). Such Project Change Request shall result in the following:
  - a. The services set forth in the Investment Summary attached hereto as Exhibit 2 are hereby added to the Agreement. The fees for such services shall be invoiced as follows:
    - i. HCM Project Implementation Lead (Daily) Extension: Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
    - i. HCM Project Management (Monthly) Extension: Dedicated Monthly Project Management services will be billed monthly in arrears, commencing the first month after current Dedicated Monthly Project Management services remaining under the Agreement are exhausted.
    - ii. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.





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

Tyler Technologies, Inc.

City of Pembroke Pines, Florida

By: 

By: 

Name: Robert Kennedy-Jensen

Name: CHARLES F. DODGE

Title: Group General Counsel

Title: CITY MANAGER

Date: 11/17/2022

Date: 11/16/22



**Exhibit 1**  
**Project Change Request**

Project Change Request follows.

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## Project Change Request

Date: August 31, 2022

PSIR Number: 2022-08-31

City of Pembroke Pines, FL

Change Request Number: 10

Requester: Aner Gonzalez

**Nature of the proposed change:** Request to extend Phase 3 Human Capital Management implementation support the Stage 4 activities - Parallel Payroll runs User Acceptance Testing, and End User Training.

**Reason for the Change:** The revised date for go live for Phase 3 December 16, 2022. The original planned go live for Phase 4 was October 2, 2022. The decision was made with the City Manager and Project Sponsor move the go live to allow the business units more time to complete User Acceptance testing for payroll, complete the data conversion and complete a document conversion with Employee History. The estimate assumes the City is live with the Executime time entry solution and the HR - Recruiting, ESS, Personnel Action Entry functions.

**Detailed Description of Resources (both Tyler and the City):** Dedicated resources have remained available to the City to provide requested services. The implementation resources below will be extended to support the new timeline.

Resource	Requested Extension	Days Extended	Notes	Ext 2 Months Post Live
Project Management Support	4 Months	70	17.5 days per month x 4 months.	\$98,000.00
Human Capital Management (Lead)	3 Months	39	Current planned go live date 12/16 for Payroll.	\$54,600.00
Employee Master – Document Conversion	N/A	N/A	Request to attached documents with employee history to employee record.	\$7,000.00
			Estimated Travel and Expenses:	\$49,000.00
			Change Request Total:	\$208,600.00

**Specifications:** N/A

**Implementation Plans:** The activities associated with this change will be incorporated into the Project Plan.

**Scheduled Completion:** N/A



### Impact of the Change:

The following adjustments to the Investment Summary will be made with Change Order #10 and a Contract Amendment.

City of Pembroke Pines								Change Order #7 2-Feb-22
Model #	Description	Original Price	Est Price	Total Adjustments	SaaS Total	Actuals to date	Variance (Cont - Act)	208,600.00
SVC-PROJ-MGR-CS-01	Dedicated Full Time Project Manager (Monthly)	\$20,750.00	\$747,000.00	\$160,350.00	\$907,350.00	\$747,000.00	\$160,350.00	98,000.00
SVC-TVL-EST	Estimated Travel Expenses	\$801,790.00	\$801,790.00	(\$445,900.00)	\$355,890.00	\$286,703.01	\$69,186.99	49,000.00
MISC-CO-001	Payroll/HCM & Executive Lead	\$1,400.00	\$236,600.00	\$254,800.00	\$491,400.00	\$410,900.00	\$80,500.00	54,800.00
	Employee Master - Document Conversion	\$0.00	\$0.00	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00	7,000.00





## **Exhibit 2**

### **Amendment Investment Summary**

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

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Phil Sharp  
Quote Expiration: 02/27/23  
Quote Name: City of Pembroke Pines -  
Amendment 10 - ERP PM Services -  
and Implementation  
Quote Description: PM Services Extension and  
Implementation Services

**Sales Quotation For:**

City of Pembroke Pines  
Floor 5  
10100 Pines Blvd  
Pembroke Pines FL 33026-6042  
Phone: +1 (954) 435-6500

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
HCM Lead (Daily Rate)	39	\$ 1,400.00	\$ 0.00	\$ 54,600.00	\$ 0.00
HCM Project Management (Monthly Rate)	4	\$ 24,500.00	\$ 0.00	\$ 98,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 7,000.00	\$ 0.00
TOTAL				\$ 159,600.00	\$ 0.00



Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 159,600.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 159,600.00</b>	<b>\$ 0.00</b>
<b>Contract Total</b>	<b>\$ 159,600.00</b>	
Estimated Travel Expenses excl in Contract		
<b>Total</b>	<b>\$ 49,000.00</b>	

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: Bos Aguirre Date: 11-17-22  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

All Primary values quoted in US Dollars

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
Content Management				
Content Manager Core - Payroll Standard - Employee Address	1	\$ 7,000.00	\$ 0.00	\$ 7,000.00
<b>TOTAL</b>				<b>\$ 7,000.00</b>

### Comments

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

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



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

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

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

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

In the event Client cancels services less than 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.

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

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

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

# Pembroke Pines, FL Amend 10 PE 111622

Final Audit Report

2022-11-17

Created:	2022-11-17
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq2huSpMI-R56y3qRkeJbdQU4GqQLYl_a

## "Pembroke Pines, FL Amend 10 PE 111622" History



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

2022-11-17 - 5:01:25 PM GMT- IP address: 98.11.230.241



Document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) for signature

2022-11-17 - 5:03:16 PM GMT



Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)

2022-11-17 - 5:04:25 PM GMT- IP address: 163.116.144.45



Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)

Signature Date: 2022-11-17 - 5:04:33 PM GMT - Time Source: server- IP address: 163.116.144.45



Agreement completed.

2022-11-17 - 5:04:33 PM GMT



Adobe Acrobat Sign



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Pembroke Pines, Florida ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. Tyler and Client acknowledge the Tyler Community Development Suite Software purchased with Sales Order # 2022-356630-G8P9B5, dated September 27, 2022, attached as Exhibit 1, is hereby added to the Agreement with this amendment, as of the Amendment Effective Date. Notwithstanding anything to the contrary in Exhibit 1, term commencement shall be November 1, 2022.
2. Client acknowledges Tyler has issued invoices for year one fees, pro-rated for the period commencing November 1, 2022 through April 30, 2023 and year two fees for the term May 1, 2023 through April 30, 2024. Subsequent annual fees shall be invoiced annually, at our then current rates, for the term May 1st through April 30th.
3. Upon execution of this Amendment, Client agrees to submit to Tyler \$1,447,043.50 in full satisfaction of the following:
  - a. Tyler invoice #045-398744, dated November 1, 2022, totaling \$11,940.50 and
  - b. Tyler invoice #045-413108, dated April 1, 2023 totaling \$1,435,103.00.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Pembroke Pines, Florida

By: Robert Kennedy-Jensen

By: Charles F. Dodge

Name: Robert Kennedy-Jensen

Name: Charles F. Dodge

Title: Group General Counsel

Title: City Manager

Date: June 28, 2023

Date: 7/5/2023

APPROVED AS TO LEGAL FORM 

OFFICE OF THE CITY ATTORNEY  
DATED: 7-5-23



**Exhibit 1**

**Sales Quote #2022-356630-G8P9B5, dated September 27, 2022**

*Inserted on the following pages.*

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Quoted By: Phil Sharp  
 Quote Expiration: 03/26/23  
 Quote Name: Pembroke Pines - EERP -  
 Additional EnerGov Licenses  
 Quote Description: Additional EnerGov Community  
 Development Licenses  
 SaaS Term 0.50

**Sales Quotation For:**  
 City of Pembroke Pines  
 Floor 5  
 10100 Pines Blvd  
 Pembroke Pines FL 33026-6042  
 Phone: +1 (954) 431-4330

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Community Development Suite	13	0	\$ 23,881.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 23,881.00</b>

**Summary**

Total Tyler License Fees  
 2022-356630-G8P9B5

**One Time Fees**

\$ 0.00  
 CONFIDENTIAL

**Recurring Fees**

\$ 0.00





Total SaaS	\$ 0.00	\$ 23,881.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 0.00</b>	<b>\$ 23,881.00</b>
<b>Contract Total</b>	<b>\$ 11,940.50</b>	

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: Charles F. Dodge Date: 9/27/22  
Print Name: Charles F. Dodge P.O.#: 9/27/22

All Primary values quoted in US Dollars

#### Comments

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

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

2022-356630-G8P9B5

CONFIDENTIAL

Page 2

thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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

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

In the event Client cancels services less than 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.

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

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

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

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.





## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, Florida, with offices at 601 City Center Way, Pembroke Pines, Florida 33425 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of May 1, 2022:  
  
EnerGov IVR
2. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
3. Client's annual SaaS fees payment obligation commencing May 1, 2022 is hereby reduced by \$19,000 with respect to the removal of the above-listed software.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Pembroke Pines, Florida

By: Robert Kennedy-Jensen

By: Charles F. Dodge

Name: Robert Kennedy-Jensen

Name: Charles F. Dodge

Title: Group General Counsel

Title: City Manager

Date: 7/12/22

Date: 7/11/22

APPROVED AS TO LEGAL FORM 

1

OFFICE OF THE CITY ATTORNEY

DATED: 6/28/21

Arian Khan



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, Florida, with offices at 601 City Center Way, Pembroke Pines, Florida 33425 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. Client and Tyler agree to amend the Agreement as set forth in the project change request attached to this Amendment as Exhibit 1 ("Project Change Request"). Such Project Change Request shall result in the following:
  - a. The services set forth in the Investment Summary attached hereto as Exhibit 2 are hereby added to the Agreement. The fees for such services shall be invoiced as follows:
    - i. HCM Project Implementation Lead - Extension Daily: Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
    - ii. HCM Project Management - Extension Monthly: Dedicated Project Management services for the months of September, October and November 2022 will be billed monthly in arrears.
  - b. The following unused services are hereby removed from the Agreement:
    - i. EnerGov Business Management Forms Library (6 Forms),  
at a contract price of: \$10,200;
    - ii. EnerGov Community Development Forms Library (5 Forms),  
at a contract price of: \$10,200;
    - iii. 16 TCM SE Auto Indexing and Redaction Implementation hours,  
at a contract price of: \$2,800;
    - iv. Tyler Forms Library – Financial, at a contract price of: \$3,400;
    - v. Tyler Graphing Agent – Flat Fee, at a contract price of: \$3,500;
    - vi. VPN Device (1), at a contract price of: \$3,000;
    - vii. 120 Custom Report Writing hours, at a contract price of: \$30,000;
    - viii. 22 Tyler Content Manager – Standard Edition Consultant days,  
at a contract price of: \$30,800;
    - ix. Payroll – Certifications conversion, at a contract price of: \$2,000;





x. Payroll – Education conversion, at a contract price of:	\$2,000;
xi. Payroll – Recruiting conversion, at a contract price of:	\$2,000;
xii. Asset Maintenance – Work Order Asset conversion, at a contract price of:	\$5,500;
xiii. Asset Maintenance – Closed Work Order History No Cost Data conversion, at a contract price of:	\$8,500;
xiv. Asset Maintenance – Work Order History with Cost Data conversion, at a contract price of:	\$8,500;
xv. TCM SE – Accounting – Budgets conversion, at a contract price of:	\$1,800;
xvi. TCM SE – AP Standard Master conversion, at a contract price of:	\$6,500;
xvii. TCM SE – AP – Checks conversion, at a contract price of:	\$1,800;
xviii. TCM SE – Capital Assets – History conversion, at a contract price of:	\$1,300;
xix. TCM SE – Capital Assets Standard – Master, GL Accounts, Purchase History conversion at a contract price of:	\$2,600;
xx. TCM SE – General Billing – Bills, Payment History, Invoices conversion, at a contract price of:	\$3,000;
xxi. TCM SE – General Billing Standard – CID conversion, at a contract price of:	\$1,300;
xxii. TCM SE – Purchase Orders – Standard – Open PO's conversion, at a contract price of:	\$3,600;
xxiii. TCM SE – Utility Billing – Standard – UB Accounts, CID's conversion, at a contract price of:	\$1,300;
xxiv. TCM SE – Work Order Asset conversion, at a contract price of:	\$1,300

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Pembroke Pines, Florida

By: Robert Kennedy-Jensen  
Name: Robert Kennedy-Jensen  
Title: Group General Counsel  
Date: 7/12/22

By: Charles F. Dodge  
Name: Charles F. Dodge  
Title: City Manager  
Date: 7/11/22

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY  
DATED: 6/28/22





## Exhibit 1 Project Change Order

### Project Change Request

**Date:** May 25, 2022

**PSIR Number:** 2022-05-25

**City of Pembroke Pines, FL**  
**Change Request Number:** 9

**Requester:** Aner Gonzalez

**Nature of the proposed change:** Request to extend Phase 3 Human Capital Management implementation support the Stage 4 activities - Parallel Payroll runs User Acceptance Testing, and End User Training.

**Reason for the Change:** The revised date for go live for Phase 3 was October 1, 2022. The original planned go live for Phase 4 was April 1, 2022. The decision was made with the City Manager and Project Sponsor move the go live to allow the business units more time to complete User Acceptance testing, and complete the data conversion. The City has requested extension of the implementation resources supporting the go live activity and extension of project management services outlined in the table below. The estimate assumes the City is live with Executime time entry solution.

**Detailed Description of Resources (both Tyler and the City):** Dedicated resources have remained available to the City to provide requested services. The implementation resources below will be extended to support the new timeline.

Resource	Requested Extension	Days Extended	Notes	
Project Management Support	3 Months	52.5	17.5 days per month x 3 months.	\$62,250.00
Human Capital Management (Lead)	6 Months	78	Current planned go live date 10/1 for HCM.	\$109,200.00
Credits (Unused Services and Conversions)				(\$146,900.00)
Change Order Total				\$24,550.00

**Specifications:** N/A

**Implementation Plans:** The activities associated with this change will be incorporated into the Project Plan.

**Scheduled Completion:** N/A





**Impact of the Change:**

The following unused Services and Conversions will be removed from the Contract.

Model #	Phase	Category	Description	Qty	Original Price	Ext Price	Discount	Actuals to date	Variance (Cont - Act)
MUN-EG-LRM-SVC-H	4	Services	EnerGov Business Management Forms Library (6 Forms) - H	1	\$10,200	\$10,200	\$0	\$0	\$10,200
MUN-EG-PLM-SVC-H	4	Services	EnerGov Community Development Forms Library (5 Forms) - H	1	\$10,200	\$10,200	\$0	\$0	\$10,200
MISC-SV-001	6	Services	TCM SE Auto Indexing and Redaction -Implementation	16	\$175	\$2,800	\$0	\$0	\$2,800
TF-FL-SVC-H	1	Services	Tyler Forms Financial Library - H	1	\$3,400	\$3,400	\$0	\$0	\$3,400
TF-GA-FF-B	4	Services	Tyler Graphing Agent - Flat Fee	1	\$3,500	\$3,500	\$0	\$0	\$3,500
ASP-VPN-HDW-1002	1	Services	VPN Device and Installation	2	\$4,000	\$8,000	\$1,000	\$4,000	\$3,000
MISC-CO-001	All	Implementation	Custom Report Writing	120	\$250	\$30,000	\$0	\$0	\$30,000
MISC-CO-001	6	Implementation	Tyler Content Manager - Standard Edition Consultant	22	\$1,400	\$30,800	\$0	\$0	\$30,800
CV-PR-OP10-D	3	Conversion	Payroll - Certifications - D	1	\$2,000	\$2,000	\$0	\$0	\$2,000
CV-PR-OP11-D	3	Conversion	Payroll - Education - D	1	\$2,000	\$2,000	\$0	\$0	\$2,000
CV-PR-OP6-D	3	Conversion	Payroll - Recruiting - D	1	\$2,000	\$2,000	\$0	\$0	\$2,000
CV-WO-OP1-H	5	Conversion	Asset Maintenance - Work Order Asset - H	1	\$5,500	\$5,500	\$0	\$0	\$5,500
CV-WO-OP2-H	5	Conversion	Asset Maintenance - Closed Work Order History No Cost Data - H	1	\$8,500	\$8,500	\$0	\$0	\$8,500
CV-WO-OP3-H	5	Conversion	Asset Maintenance - Work Order History With Cost Data - H	1	\$8,500	\$8,500	\$0	\$0	\$8,500
CV-TCM-SE-AC-OB-H	6	Conversion	Tyler Content Manager SE - Accounting - Budgets (total balances only) up to 3yrs - H	1	\$1,800	\$1,800	\$0	\$0	\$1,800
CV-TCM-SE-AP-STD-H	6	Conversion	Tyler Content Manager SE - AP Standard Master - H	1	\$6,500	\$6,500	\$0	\$0	\$6,500
CV-TCM-SE-AP-OC-H	6	Conversion	Tyler Content Manager SE - AP - Checks - H	1	\$1,800	\$1,800	\$0	\$0	\$1,800
CV-TCM-SE-FA-OH-H	6	Conversion	Tyler Content Manager SE - Capital Assets - History - H	1	\$1,300	\$1,300	\$0	\$0	\$1,300
CV-TCM-SE-FA-STD-H	6	Conversion	Tyler Content Manager SE - Capital Assets Standard - Master, GL Accounts, Purchase Hist	1	\$2,600	\$2,600	\$0	\$0	\$2,600
CV-TCM-SE-GB-OPB-H	6	Conversion	Tyler Content Manager SE - General Billing - Bills (Header,Detail), Payment History, Invo	1	\$3,000	\$3,000	\$0	\$0	\$3,000
CV-TCM-SE-TCM-GB-STD-H	6	Conversion	Tyler Content Manager SE - General Billing Standard - CID - H	1	\$1,300	\$1,300	\$0	\$0	\$1,300
CV-TCM-SE-PO-STD-H	6	Conversion	Tyler Content Manager SE - Purchase Orders - Standard - Open PO's - H	1	\$3,600	\$3,600	\$0	\$0	\$3,600
CV-TCM-SE-UB-STD-H	6	Conversion	Tyler Content Manager SE - Utility Billing - Standard - UB Account, CID's - H	1	\$1,300	\$1,300	\$0	\$0	\$1,300
CV-TCM-SE-WO-OP1-H	6	Conversion	Tyler Content Manager SE - Work Order - Work Order Asset - H	1	\$1,300	\$1,300	\$0	\$0	\$1,300

The following adjustments to the budget will be made with Change Order #8 and a Contract Amendment.

Investment Summary									Change Order #9
City of Pembroke Pines As of: 17-May-22									
Model #	Description	Original Price	Ext Price	Discount	Total Adjustments	SaaS Total	Actuals to date	Variance (Cont - Act)	24,550.00
SVC-PROJ/MGR-CS-01	Dedicated Full Time Project Manager (Monthly)	\$20,750.00	\$747,000.00	\$0.00	\$62,250.00	\$809,250.00	\$664,000.00	\$145,250.00	62,250.00
MUN-EG-LRM-SVC-H	EnerGov Business Management Forms Library (6 Forms) - H	\$10,200.00	\$10,200.00	\$0.00	(\$10,200.00)	\$0.00	\$0.00	\$0.00	(10,200.00)
MUN-EG-PLM-SVC-H	EnerGov Community Development Forms Library (5 Forms) - H	\$10,200.00	\$10,200.00	\$0.00	(\$10,200.00)	\$0.00	\$0.00	\$0.00	(10,200.00)
MISC-SV-001	TCM SE Auto Indexing and Redaction -Implementation	\$175.00	\$2,800.00	\$0.00	(\$2,800.00)	\$0.00	\$0.00	\$0.00	(2,800.00)
TF-FL-SVC-H	Tyler Forms Financial Library - H	\$3,400.00	\$3,400.00	\$0.00	(\$3,400.00)	\$0.00	\$0.00	\$0.00	(3,400.00)
TF-GA-FF-B	Tyler Graphing Agent - Flat Fee	\$3,500.00	\$3,500.00	\$0.00	(\$3,500.00)	\$0.00	\$0.00	\$0.00	(3,500.00)
ASP-VPN-HDW-1002	VPN Device and Installation	\$4,000.00	\$8,000.00	\$1,000.00	(\$3,000.00)	\$4,000.00	\$4,000.00	\$0.00	(3,000.00)
MISC-CO-001	Custom Report Writing	\$250.00	\$30,000.00	\$0.00	(\$30,000.00)	\$0.00	\$0.00	\$0.00	(30,000.00)
MISC-CO-001	Payroll/HCM & Executive Lead	\$1,400.00	\$236,600.00	\$0.00	\$200,200.00	\$436,800.00	\$324,100.00	\$112,700.00	109,200.00
MISC-CO-001	Tyler Content Manager - Standard Edition Consultant	\$1,400.00	\$30,800.00	\$0.00	(\$30,800.00)	\$0.00	\$0.00	\$0.00	(30,800.00)
CV-PR-OP10-D	Payroll - Certifications - D	\$2,000.00	\$2,000.00	\$0.00	(\$2,000.00)	\$0.00	\$0.00	\$0.00	(2,000.00)
CV-PR-OP11-D	Payroll - Education - D	\$2,000.00	\$2,000.00	\$0.00	(\$2,000.00)	\$0.00	\$0.00	\$0.00	(2,000.00)
CV-PR-OP6-D	Payroll - Recruiting - D	\$2,000.00	\$2,000.00	\$0.00	(\$2,000.00)	\$0.00	\$0.00	\$0.00	(2,000.00)
CV-WO-OP1-H	Asset Maintenance - Work Order Asset - H	\$5,500.00	\$5,500.00	\$0.00	(\$5,500.00)	\$0.00	\$0.00	\$0.00	(5,500.00)
CV-WO-OP2-H	Asset Maintenance - Closed Work Order History No Cost Data - H	\$8,500.00	\$8,500.00	\$0.00	(\$8,500.00)	\$0.00	\$0.00	\$0.00	(8,500.00)
CV-WO-OP3-H	Asset Maintenance - Work Order History With Cost Data - H	\$8,500.00	\$8,500.00	\$0.00	(\$8,500.00)	\$0.00	\$0.00	\$0.00	(8,500.00)
CV-TCM-SE-AC-OB-H	Tyler Content Manager SE - Accounting - Budgets (total balances on	\$1,800.00	\$1,800.00	\$0.00	(\$1,800.00)	\$0.00	\$0.00	\$0.00	(1,800.00)
CV-TCM-SE-AP-STD-H	Tyler Content Manager SE - AP Standard Master - H	\$6,500.00	\$6,500.00	\$0.00	(\$6,500.00)	\$0.00	\$0.00	\$0.00	(6,500.00)
CV-TCM-SE-AP-OC-H	Tyler Content Manager SE - AP - Checks - H	\$1,800.00	\$1,800.00	\$0.00	(\$1,800.00)	\$0.00	\$0.00	\$0.00	(1,800.00)
CV-TCM-SE-FA-OH-H	Tyler Content Manager SE - Capital Assets - History - H	\$1,300.00	\$1,300.00	\$0.00	(\$1,300.00)	\$0.00	\$0.00	\$0.00	(1,300.00)
CV-TCM-SE-FA-STD-H	Tyler Content Manager SE - Capital Assets Standard - Master, GL Ac	\$2,600.00	\$2,600.00	\$0.00	(\$2,600.00)	\$0.00	\$0.00	\$0.00	(2,600.00)
CV-TCM-SE-GB-OPB-H	Tyler Content Manager SE - General Billing - Bills (Header,Detail), F	\$3,000.00	\$3,000.00	\$0.00	(\$3,000.00)	\$0.00	\$0.00	\$0.00	(3,000.00)
CV-TCM-SE-TCM-GB-STD-H	Tyler Content Manager SE - General Billing Standard - CID - H	\$1,300.00	\$1,300.00	\$0.00	(\$1,300.00)	\$0.00	\$0.00	\$0.00	(1,300.00)
CV-TCM-SE-PO-STD-H	Tyler Content Manager SE - Purchase Orders - Standard - Open PO's	\$3,600.00	\$3,600.00	\$0.00	(\$3,600.00)	\$0.00	\$0.00	\$0.00	(3,600.00)
CV-TCM-SE-UB-STD-H	Tyler Content Manager SE - Utility Billing - Standard - UB Account, C	\$1,300.00	\$1,300.00	\$0.00	(\$1,300.00)	\$0.00	\$0.00	\$0.00	(1,300.00)
CV-TCM-SE-WO-OP1-H	Tyler Content Manager SE - Work Order - Work Order Asset - H	\$1,300.00	\$1,300.00	\$0.00	(\$1,300.00)	\$0.00	\$0.00	\$0.00	(1,300.00)





## **Exhibit 2**

### **Amendment Investment Summary**

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

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Phil Sharp  
 Quote Expiration: 12/04/22  
 Quote Name: City of Pembroke Pines -  
 Amendment 9 - ERP PM and  
 Services Extension  
 Quote Description: Amendment 9 - ERP HCM PM  
 and Services Extension

**Sales Quotation For:**  
 City of Pembroke Pines  
 Floor 5  
 10100 Pines Blvd  
 Pembroke Pines FL 33026-6042  
 Phone: +1 (954) 435-6500

#### Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
HCM Project Implementation Lead - Extension Daily	78	\$ 1,400.00	\$ 0.00	\$ 109,200.00	\$ 0.00
HCM Project Management - Extension Monthly	3	\$ 20,750.00	\$ 0.00	\$ 62,250.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 171,450.00</b>	<b>\$ 0.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 171,450.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 171,450.00</b>	<b>\$ 0.00</b>

**Contract Total** \$ 171,450.00

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: Charles F. Dodge Date: 7/11/22  
 Print Name: Charles F. Dodge P.O.#: 20210940

All Primary values quoted in US Dollars

**APPROVED AS TO LEGAL FORM**

**OFFICE OF THE CITY ATTORNEY**  
**DATED: 6/15/21**

*Brian Sklar*







# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 7.**

**File ID:** 23-0424

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/05/2023

**Short Title:** Amendment # 9 Through 13 With Tyler Technologies,  
Inc

**Final Action:** 12/06/2023

**Title:** MOTION TO RATIFY THE CITY MANAGER'S APPROVAL OF  
AMENDMENT # 9 THROUGH 13 WITH TYLER TECHNOLOGIES, INC. FOR  
THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, INCREASING  
THE COST OF THE AGREEMENT BY \$454,900 FOR ADDITIONAL  
SERVICES AND TO ALSO INCREASE THE ANNUAL SAAS LICENSING  
FEES BY \$4,881.

**\*Agenda Date:** 12/06/2023

**Agenda Number:** 7.

### Internal Notes:

**Attachments:** 1. ERP - Change Order 013, 2. ERP - Change Order 012, 3. ERP - Change Order 011, 4. ERP -  
Change Order 010, 5. ERP - Change Order 009, 6. ERP - Change Order 001 through 008, 7.  
Commission Approval (2022-03-02), 8. Tyler Technologies, Inc.- ERP System Software Service  
Agreement (Fully Executed), 9. Commission Approval (2019-04-17)

### Related Files:

1	City Commission	12/06/2023	approve	Pass
<b>Action Text:</b> A motion was made by Commissioner Good Jr., seconded by Mayor Ortis, to approve Item 7. The motion carried by the following vote:				
Aye: - 4 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, and Commissioner Castillo				
Nay: - 1 Commissioner Good Jr.				

### PROCUREMENT PROCESS TAKEN:

**- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT  
PROCEDURES, PUBLIC FUNDS."**

**- Section 35.15 defines a Request for Proposal as "A written solicitation for competitive  
sealed proposals with the title, date and hour of the public opening designated. A  
request for proposals shall include, but is not limited to, general information, functional**



***or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."***

***- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."***

***- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."***

***- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."***

***- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."***

***- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."***

***- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."***

***- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."***

***- Chapter 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."***

***- Chapter 35.28(B) states that "Notwithstanding the provisions of division (A), the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000."***

***- Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor***

***performance report card for the contract or agreement to the City Commission."***

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On June 6, 2018, the City Commission authorized the advertisement of TS-17-04-B "ERP System Software and Implementation", which was advertised on June 7, 2018.
2. The purpose of this solicitation was to provide an innovative and effective solution to meet the City's needs for an Enterprise Resource Planning (ERP) system.
3. On January 16, 2019, the City Commission approved the findings and recommendation of the evaluation committee and awarded the Enterprise Resource Planning (ERP) portion of RFP # TS-17-04-B "ERP System Software and Implementation" to Tyler Technologies, Inc., and directed the City Manager to negotiate a contract for services.
4. On April 17, 2019, pursuant to the award of TS-17-04-B "ERP System Software and Implementation," the City Commission approved the negotiated contract with Tyler Technologies, Inc., for an initial three year period from May 1, 2019 through April 30, 2022, for an amount not to exceed \$7,260,596:

<b>Contract Year</b>	<b>SaaS Licensing Fees</b>	<b>One-Time Estimated Fees</b>	<b>Total Estimated Fees</b>
1	\$ 899,389.00	\$ 1,784,464.00	\$ 2,683,853.00
2	\$ 1,279,181.00	\$ 828,788.00	\$ 2,107,969.00
3	\$ 1,367,956.00	\$ 1,100,818.00	\$ 2,468,774.00
<b>Total</b>	<b>\$ 3,546,526.00</b>	<b>\$ 3,714,070.00</b>	<b>\$ 7,260,596.00</b>

The agreement automatically renews for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term.

5. In addition to the SaaS Licensing Fees, the agreement also addressed the following one time fees for implementation and other services:

<b>Description</b>	<b>One-Time Estimated Fees</b>
Implementation / Other Services	\$ 2,639,400
Conversion Costs	\$ 258,250
3rd Party Hardware, Software and Services	\$ 14,630
Travel Expenses	\$ 801,790
<b>Total Estimated One Time Fees</b>	<b>\$ 3,714,070</b>

The amounts above were estimated fees and are billed based on actual costs incurred. In the event that the actual costs exceed the estimated amounts, a change order would need to be processed.

6. The agreement included the five following phases with the estimated implementation timelines:

- Phase 1 - Financials (May 2019 - May 2020)  
 Phase 2 - Utility Billing & Collections (August 2019 - August 2020)  
 Phase 3 - Human Capital Management and Payroll (May 2020 - April 2021)  
 Phase 4 - Energov Community Development (May 2020 - May 2021)  
 Phase 5 - Enterprise Asset Management (February 2021 - January 2022)

7. On March 2, 2022, the City Commission approved amendment # 8 with Tyler Technologies, Inc. for the Enterprise Resource Planning (ERP) System, increasing the current term of the agreement by \$115,323.33 for the additional implementation services needed and to approve the department's recommendation to renew the agreement for an additional one year period. Below is a summary of the previous change orders up to amendment # 8 and the adjustments to the Annual SaaS Licensing Fees:

<u>Description</u>	<u>SaaS Licensing Fees (Year 1-3)</u>	<u>One-Time Estimated Fees</u>	<u>Total Estimated Fees</u>	<u>Annual SaaS Licensing Fees</u>
Original Agreement	\$3,546,526.00	\$3,714,070.00	<b>\$7,260,596.00</b>	\$1,367,956.00
Amendment 1	N/A	(\$500.00)	<b>(\$500.00)</b>	N/A
Amendment 2	(\$44,992.50)	N/A	<b>(\$44,992.50)</b>	(\$17,997.00)
Amendment 3	N/A	(\$19,100.00)	<b>(\$19,100.00)</b>	N/A
Positive Pay Change	N/A	\$10,000.00	<b>\$10,000.00</b>	N/A
Amendment 4	\$40,000.00	\$5,300.00	<b>\$45,300.00</b>	\$40,000.00
Amendment 5	N/A	N/A	<b>N/A</b>	N/A
Amendment 6	N/A	N/A	<b>N/A</b>	N/A
Amendment 7	N/A	N/A	<b>N/A</b>	(\$33,217.00)
Amendment 8	\$6,123.33	\$109,200.00	<b>\$115,323.33</b>	\$73,480.00
<b>Total</b>	<b>\$3,547,656.83</b>	<b>\$3,818,970.00</b>	<b>\$7,366,626.83</b>	<b>\$1,430,222.00</b>
<b>Total Change</b>	<b>\$1,130.83</b>	<b>\$104,900.00</b>	<b>\$106,030.83</b>	<b>\$62,266.00</b>

8. Since Amendment # 8, the City Manager has approved the following change orders/amendments:

<u>Description</u>	<u>SaaS Licensing Fees (Year 1-3)</u>	<u>One-Time Estimated Fees</u>	<u>Total Estimated Fees</u>	<u>SaaS Licensing Fees (Year 4)</u>	<u>Annual SaaS Licensing Fees</u>
Agmt. as of Amnd. 8	\$3,547,656.83	\$3,818,970.00	<b>\$7,366,626.83</b>	\$1,430,222.00	\$1,430,222.00
Amendment 9	N/A	\$24,550.00	<b>\$24,550.00</b>	N/A	N/A
Amendment 10	N/A	N/A	<b>N/A</b>	(\$19,000.00)	(\$19,000.00)
Amendment 11	N/A	N/A	<b>N/A</b>	\$11,940.50	\$23,881.00
Amendment 12	N/A	\$208,600.00	<b>\$208,600.00</b>	N/A	N/A
Amendment 13	N/A	\$221,750.00	<b>\$221,750.00</b>	N/A	N/A
<b>Total</b>	<b>\$3,547,656.83</b>	<b>\$4,273,870.00</b>	<b>\$7,821,526.83</b>	<b>\$1,423,162.50</b>	<b>\$1,435,103.00</b>
<b>Total Change</b>	<b>N/A</b>	<b>\$454,900.00</b>	<b>\$454,900.00</b>	<b>(\$7,059.50)</b>	<b>\$4,881.00</b>

Details relating to the Change Orders/Amendments listed in the table above are listed below.

9. On July 12, 2022, the City and Tyler Technologies approved the 9th Change Order/Amendment for Phase 3 "Human Capital Management and Payroll" to extend the go-live date for Phase 3 to October 1, 2022, which decreased the cost of the contract by \$146,900 for one-time implementation costs that were no longer anticipated to be utilized, and also increased the cost of the contract for additional days of implementation services by \$171,450,

for a net increase to the contract in the amount of \$24,550.

10. On July 12, 2022, the City and Tyler Technologies also approved the 10th Change Order/Amendment which removed "EnerGov Interactive Voice Response (IVR)" from the agreement, reducing the annual SaaS Licensing Fees by \$19,000, commencing on May 1, 2022.

11. On September 27, 2022, the City approved Sales Quote #2022-356630-G8P9B5 to add 13 additional licenses for EnerGov, which increases the annual SaaS Licensing Fees by \$23,881. The prorated increase for the period through April 30th, 2022 would be \$11,940.50. On July 5, 2023, the City and Tyler Technologies approved the 11th Change Order/Amendment, memorializing the approval of Sales Quote #2022-356630-G8P9B5.

12. On November 17, 2022, the City and Tyler Technologies approved the 12th Change Order/Amendment for Phase 3 "Human Capital Management and Payroll" to extend the go-live date for Phase 3 to December 16, 2022, which increased the cost of the contract by \$7,000 for document conversion services, and also increased the cost of the contract for additional days of implementation services and travel costs by \$201,600, for a net increase to the contract in the amount of \$208,600.

13. On May 3, 2023, the City and Tyler Technologies approved the 13th Change Order/Amendment for Phase 3 "Human Capital Management and Payroll" to extend the go-live date for Phase 3 to June 31, 2023, which provided for a credit in the amount of \$15,000 for implementation services and also increased the cost of the contract for additional days of implementation services and travel costs by \$236,750, for a net increase to the contract in the amount of \$221,750.

14. Recommend City Commission to ratify the City Manager's approval of Amendment # 9 through 13 with Tyler Technologies, Inc. for the Enterprise Resource Planning (ERP) System, increasing the cost of the agreement by \$454,900 for additional implementation services and to also increase the annual SaaS Licensing Fees by \$4,881.

#### **FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$454,900 for the additional implementation services and \$4,881 increase to the annual SaaS Licensing Fees.

**b) Amount budgeted for this item in Account No:** \$380,000 in account 320-513-2002-668010-0000-000-0000-00651 (ERP) and \$74,900 in account 001-513-2002-664051-0000-000-0000- (Software) will be available after the carry over of funds from FY 2022-23.

**c) Source of funding for difference, if not fully budgeted:** Not applicable.

**d) 5 year projection of the operational cost of the project:** The change orders listed in this agenda item include the go-live date for the phase 3 (the final phase of the project) was June 31, 2023 and the implementation services covers on-site and hybrid post go-live support through August 2023, which shall complete the implementation portion of this agreement. The annual SaaS Licensing Fee for the renewal period of May 1, 2023 through April 30, 2024 would

be \$1,435,103. The agreement will renew automatically for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term.

**e) Detail of additional staff requirements:** Not applicable at this time.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 21(A)(B)(C)**

**File ID:** 22-0702

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 08/30/2022

**Short Title:** Contracts Database Report - December 14th, 2022

**Final Action:** 12/14/2022

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS  
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS  
DATABASE REPORT:**

- (A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal
- (B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal
- (C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services - Renewal
- (D) Toshiba America Business Solutions, Inc. - Multi-Function Products  
(Printers/Copiers) - Renewal
- (E) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS -  
Renewal

**ITEMS (F) THROUGH (I) WILL EXPIRE WITH NO RENEWAL TERMS  
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED  
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY  
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT  
CODE:**

- (F) A Love for Language - Speech/Language Pathology Services -  
Non-Renewal
- (G) Herff Jones, LLC. - High School Yearbook Services - Non-renewal
- (H) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs  
(City-wide) - Non-Renewal
- (I) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50%  
by Weight CO-OP Agreement - Non-Renewal

**\*Agenda Date:** 12/14/2022

**Agenda Number:** 21(A)(B)(C)

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - December 14, 2022, 2. A. Ericks Consultants Inc - Legislative Consulting (all backup), 3. B. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 4. C. Smith, Bryan & Myers - Legislative Consulting Services (AB), 5. D. Toshiba America Business Solutions - Multi-Function Products (all backup), 6. E. Tyler Technologies, Inc.- ERP System Software Service Agreement-all backup, 7. F. A Love For Language - Speech & Language Pathology Agreement (Orig.-3rd Amendment)(ABD), 8. G. Herff Jones- HS Yearbook Services-ABD Orig-2nd, 9. H. Maverick\_United\_Elevator\_LLC\_\_Elevator\_Maintenance\_Citywide (all backup), 10. I. Allied Universal Corporation - Sodium Hydroxide 50% by Weight Co-Op (AB)

1 City Commission 12/14/2022 approve Pass  
**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo  
Nay: - 0

1 City Commission 12/14/2022 approve Pass  
**Action Text:** A motion was made by Commissioner Good Jr., seconded by Commissioner Siple, to approve Sections (A), (B) and (C) of Item 21.  
(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal  
(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal  
(C) Smith, Bryan and Myers, Inc. - Legislative Consulting Services - Renewal  
  
The motion carried by the following vote:  
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo  
Nay: - 0

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**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Ericks Consultants, Inc. - Legislative Consulting Services - Renewal**

1. On January 24, 2013, the City entered into an Agreement with Ericks Consultants, Inc. for an initial one (1) year period, which expired on January 31, 2014.

2. Ericks Consultants, Inc. provides the City with consulting services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meeting or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed nine (9) times extending the term up to and including January 31, 2023.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission to approve this Tenth Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2023, and naturally expire on January 31, 2024.

Reviewed by Commission Auditor.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$84,000.00

**b) Amount budgeted for this item in Account No:**

001-519-0800-531500-0000-000-0000- (Professional Services-Other)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$56,000.00	\$28,000.00
Net Cost	\$56,000.00	\$28,000.00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable



**(B) Lawrence J. Smith, P.A. - Legislative Consulting Services - Renewal**

1. On January 25, 2013, the City entered into an Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, which expired on January 31, 2014.
2. Lawrence J. Smith, P.A. provides services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory services.
3. Section 6.01 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had nine (9) amendments including nine (9) additional one (1) year terms, which has extended the term up to and including January 31, 2023.
5. The Scope of Services is being modified to remove the requirement of Lawrence J. Smith, P.A. to lobby at the State level on behalf of the City.
6. As a result of the modification stated above, the total compensation amount stated in the original agreement, as amended, is being reduced to \$50,000 from \$84,000.
7. The Administration Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Tenth Amendment to revise the Scope of Services and to renew the Term for an additional one (1) year period, which shall commence on February 1, 2023, and naturally expire on January 31, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$50,000.00
- b) **Amount budgeted for this item in Account No:**  
001-519-0800-531500-0000-000-0000- (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$33,333.33	\$16,666.67
Net Cost	\$33,333.33	\$16,666.67

- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing*

services.

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(C) Smith, Bryan & Myers, Inc. - Legislative Consulting Services - Renewal**

1. On February 2, 2017, the City entered into an Agreement with Smith, Bryan & Myers, Inc. for an initial one (1) year period which expired on January 31, 2018.

2. Smith, Bryan and Myers, Inc. provides the City with services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement, authorizes the renewal of the Original Agreement, for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the Original Agreement has had five (5) amendments, including five (5) additional one (1) year terms, which extended the term up to and including January 31, 2023.

5. The Administration Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Sixth Amendment to renew the term for an additional one (1) year period, which shall commence on February 1, 2023, and naturally expire on January 31, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$36,000.00

**b) Amount budgeted for this item in Account No:**

001-519-0800-531500-0000-000-0000- (Professional Services-Other)

**c) Source of funding for difference, if not fully budgeted:** Not Applicable

**d) 2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$24,000.00	\$12,000.00
Net Cost	\$24,000.00	\$12,000.00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing*

contracts. This analysis is to determine the financial effectiveness of function sourcing services.

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(D) Toshiba America Business Solutions, Inc. - Multi-Function Products (Printers/Copiers) - Renewal**

1. On February 3, 2015, the City entered into an Agreement with Toshiba America Business Solutions, Inc. for an initial five (5) year period, which expired on February 1, 2020.
2. The City of Pembroke Pines utilizes Toshiba America Business Solutions, Inc. to provide for the purchase and lease of Multi-Function Products (Printers/Copiers) city-wide.
3. Section 3.2 of the Original Agreement authorizes additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Agreement has been renewed three (3) times extending the term up to and including February 2, 2023.
5. The Procurement Department is in the process of completing the procurement of these services and will present it to City Commission for approval. The nine (9) month renewal term being presented herein is to align it with the current term of the lease agreements currently active for those machines at the Charter Schools.
6. The Technology Services Department is satisfied with the performance and execution of the Original Agreement and recommends on behalf of all Departments city-wide that the City Commission approve this Fifth Amendment for a nine (9) month renewal term, which shall commence on February 2, 2023, and shall expire on October 31, 2023, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Estimated Renewal Cost (based on current usage and needs):** \$162,543.77 (based on an estimated annual cost of \$216,725.03)

**b) Amount budgeted for this item in Account No:** Various accounts City-wide and School-wide with an estimated \$97,477.22 (based on annual of \$129,969.62) under object code 544200 Rents, Machinery and Equipment and estimated \$65,066.55 (based on an annual of \$86,755.40) under 546800 Maintenance Contracts:

**c) Source of funding for difference, if not fully budgeted:** Not Applicable.

**d) 7-month projection of the operational cost of the project:**

### 544200 Rents, Machinery and Equipment

	School FY 2022-22 (Feb-Jun)	School FY 2023-24 (Jul-Oct)
Revenues	\$ .00	\$ .00
Expenditures	\$21,977.16	\$17,581.74
Net Cost	\$21,977.16	\$17,581.74

	City FY 2022-23 (Feb-Sept)	City FY 2023-24 (Oct)
Revenues	\$ .00	\$0.00
Expenditures	\$51,428.95	\$6,435.37
Net Cost	\$51,428.95	\$6,435.37

### 546800 Maintenance Contracts

	School FY 2022-23 (Feb-Jun)	School FY 2023-24 (Jul-Oct)
Revenues	\$ .00	\$ .00
Expenditures	\$16,478.16	\$13,182.52
Net Cost	\$16,478.16	\$13,182.52

	City FY 2022-23 (Feb-Sept)	City FY 2023-24 (Oct)
Revenues	\$ .00	\$ .00
Expenditures	\$31,471.88	\$3,933.99
Net Cost	\$31,471.88	\$3,933.99

### Overall

	School FY 2022-23 (Feb-Jun)	School FY 2023-24 (Jul-Oct)
Revenues	\$ .00	\$ .00
Expenditures	\$38,455.32	\$30,764.26
Net Cost	\$38,455.32	\$30,764.26

	City FY 2022-23 (Feb-Sept)	City FY 2023-24 (Oct)
Revenues	\$ .00	\$ .00
Expenditures	\$82,954.84	\$10,369.36
Net Cost	\$82,954.84	\$10,369.36

e) **Detail of additional staff requirements:** Not Applicable.

### FEASIBILITY REVIEW:

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(E) Tyler Technologies, Inc. - Enterprises Resource Planning (ERP) SaaS - Renewal**

1. On April 24, 2019, the City entered into an Agreement with Tyler Technologies, Inc. for an initial three (3) year period, which expired on April 30, 2022.
2. Tyler Technologies, Inc. provides Enterprises Resource Planning (ERP) Software as a Service, City-wide.
3. On October 7, 2019, the Parties executed Change Order 001 to reallocate conversion hours to lead hours (Consulting).
4. On April 28, 2020, the Parties executed Change Order 002 to remove the Bid Management Module.
5. On June 1, 2020, the Parties executed Change Order 003 to remove conversion services and to add 7 Tyler ready forms.
6. On February 7, 2021, the Parties executed Change Order 004 to increase the annual SaaS fee in the amount of \$40K and to update Go-Live Dates.
7. On June 9, 2021, the Parties executed Change Order 005 to convert travel expenses and increase implementation services in the amount of \$347,900.00.
8. On December 7, 2021, the Parties executed Change Order 006 to convert travel expenses to implementation services in the amount of \$182,000.00.
9. On February 10, 2022, the Parties executed Change Order 007 to remove the ExecuTime services and reduce the annual amount by \$33,217.00.
10. On March 16, 2022, the Parties executed Change Order 008 to increase the annual amount to \$115,323.33 for additional implementation services and agreed to the automatic renewal of the contract term for an additional one (1) year period which will expire on April 30, 2023.
11. The Technology Services Department is satisfied with the performance and execution of the Original Agreement, as amended. The Agreement will renew automatically for additional one year renewal terms at the then-current SaaS fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The upcoming renewal term will commence on May 1st, 2023 and expire on April 30th, 2024.

**FINANCIAL IMPACT DETAIL:**

**a) Estimated Renewal Cost:** \$1,501,733.00 (\$1,501,733.00 SaaS Licensing Fees & \$0

Estimated One-Time Fees

**b) Amount budgeted for this item in Account No:** 001-513-2002-546801-0000-000-0000

IT Maintenance Contracts

**c) Source of funding for difference, if not fully budgeted:** In the event that the actuals exceed the estimated amounts, a change order will be processed.

**d) 1 year projection of the operational cost of the project:**

	Current FY (May - Sept)	FY 2023-24 (Oct-Apr)
Revenues	\$ .00	\$ .00
Expenditures	\$ .00	\$1,501,733.00
Net Cost	\$ .00	\$1,501,733.00

**e) Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(F) A Love for Language - Speech/Language Pathology Services - Non-Renewal**

1. On August 19, 2020, the City Commission approved to enter into a Speech and Language Pathology Services Agreement with A Love for Language, Inc. for an initial one (1) year period, which expired on June 30, 2021.

2. The City of Pembroke Pines Academic Village Charter High School utilizes A Love for Language, Inc. to provide speech pathology services for its students, a service required of schools by the School Board of Broward County.

3. Section 3.1 of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. To date the Original Agreement has had three (3) amendments including two (2) additional one (1) year renewals which extended the term of the Original Agreement, as amended, and will naturally expire on June 30, 2023.

5. The City's Academic Village Charter High School is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available, and the Department will begin a new procurement process for these services.

**(G) Herff Jones, LLC. - High School Yearbook Services - Non-renewal**

1. On April 17, 2017, the City Commission approved to enter into an Agreement with Herff Jones, LLC. for an initial two (2) year period, which expired on April 4, 2019.
2. The City of Pembroke Pines Charter High School utilizes Herff Jones, LLC. to provide High School yearbook services.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 30, 2019, the City commission approved the First Amendment to the Original Agreement to renew the term of the Original Agreement for a two (2) year period which expired on April 4, 2021.
5. On February 17, 2021, the City commission approved the Second Amendment to the Original Agreement, to extend the term of the Original Agreement, as amended, for a two (2) year period which will naturally expire on April 4, 2023.
6. The City of Pembroke Pines Academic Village High School is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available, and the Department will begin a new procurement process for these services.

**(H) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs (City-wide) - Non-Renewal**

1. On August 4, 2021, the City entered into an Agreement with Maverick United Elevator, LLC. for an initial period, which expired on June 5, 2022.
2. Maverick United Elevator, LLC. provides elevator maintenance and repair services City-wide.
3. Section 4 of the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for an additional, one (1) year term, if the City of Fort Lauderdale renewed the terms of Exhibit "A" for an additional one (1) year.
4. On June 23, 2022, the City of Fort Lauderdale renewed the terms of Exhibit "A" for an additional one (1) year.
5. On October 24, 2022, the Parties renewed the Agreement for one (1) year which will expire on June 5, 2023, as allowed by the Agreement.
6. The Agreement does not allow for any further renewals, and the Public Services Department will begin a new procurement process to contract for these services.

**(I) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - Renewal**

1. On May 23, 2017, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period which expired on April 16, 2020.
2. Allied Universal Corporation furnish and deliver sodium hydroxide 50% by weight to the City's Wastewater Plant (East Scrubber).
3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent.
4. To date the term of the Original Agreement has been renewed three (3) times extending the term of the Original Agreement to April 16, 2023.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement; however, there are no more renewals available, and a new procurement process will be needed for these goods and services.



## EIGHTH AMENDMENT



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, with offices at 601 City Center Drive, 4<sup>th</sup> Floor, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
  - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$73,480.00, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
  - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



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

Tyler Technologies, Inc.

By: Jisel Lopez

Name: Jisel Lopez

Title: Deputy Group General Counsel

Date: 2/8/2022

City of Pembroke Pines, FL

By: [Signature]

Name: Frank C. Ortiz

Title: Mayor

Date: 3/2/22

DocuSigned by:

Charles F. Dodge

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Charles F. Dodge

City Manager

March 16, 2022

Approved as to Legal Form:

DocuSigned by:

Jacob Horowitz

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Jacob Horowitz



## **Exhibit 1**

### **Amendment Investment Summary**

The following Amendment 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 Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Phil Sharp  
 Quote Expiration: 04/29/22  
 Quote Name: City of Pembroke Pines - ERP -  
 EnerGov Community Development  
 Additional licenses  
 Quote Description: 40 Additional EnerGov Community  
 Development Licenses  
 SaaS Term 1.00

**Sales Quotation For:**

City of Pembroke Pines  
 Floor 5  
 10100 Pines Blvd  
 Pembroke Pines FL 33026-6042  
 Phone: +1 (954) 435-6500

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
EnerGov Community Development Suite	40	0	\$ 73,480
<b>TOTAL</b>		<b>0</b>	<b>\$ 73,480</b>

**Professional Services**

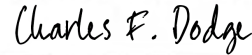
Description	Quantity	Unit Price	Extended Price	Maintenance
Energov Lead	312	\$ 175	\$ 54,600	\$ 0
Payroll/HCM Lead	312	\$ 175	\$ 54,600	\$ 0
<b>TOTAL</b>			<b>\$ 109,200</b>	<b>\$ 0</b>



Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 73,480
Total Tyler Services	\$ 109,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 109,200</b>	<b>\$ 73,480</b>
<b>Contract Total</b>	<b>\$ 182,680</b>	

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:



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Date:

March 16, 2022

Print Name:

Charles F. Dodge

P.O.#:

All Primary values quoted in US Dollars

Approved as to Legal Form:

DocuSigned by:



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Jacob Horowitz

**Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
EnerGov Community Development Suite	\$ 73,480	\$ 0	\$ 73,480

2021-281246-J8Z4L2

Page 2

<b>TOTAL</b>	<b>\$ 73,480</b>	<b>\$ 0</b>	<b>\$ 73,480</b>
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## Comments

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

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

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

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

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

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

In the event Client cancels services less than 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.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 2.

**File ID:** 22-0115

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/08/2022

**Short Title:** Amendment to the Tyler Technologies, Inc. for the  
ERP Agreement

**Final Action:** 03/02/2022

**Title:** MOTION TO APPROVE AMENDMENT #8 WITH TYLER TECHNOLOGIES, INC. FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, INCREASING THE CURRENT TERM OF THE AGREEMENT BY \$115,323.33 FOR THE ADDITIONAL IMPLEMENTATION SERVICES NEEDED AND TO APPROVE THE DEPARTMENT'S RECOMMENDATION TO RENEW THE AGREEMENT FOR AN ADDITIONAL ONE YEAR PERIOD.

**\*Agenda Date:** 03/02/2022

**Agenda Number:** 2.

#### Internal Notes:

**Attachments:** 1. Contract Database Report Card, 2. ERP - Change Order 008 (Proposed), 3. ERP - Change Order 007, 4. ERP - Change Order 006, 5. ERP - Change Order 005, 6. ERP - Change Order 004, 7. Positive Pay File Change, 8. Notice of Suspension of activities for at least 60 days 7-2-2020, 9. ERP - Change Order 003, 10. ERP - Change Order 002, 11. ERP - Change Order 001, 12. Tyler Technologies, Inc.- ERP System Software Service Agreement (Fully Executed), 13. Initial 3 Year Term Agreement - Cost Estimate Breakdown, 14. Commission Approval (2019-04-17)

1 City Commission 03/02/2022 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,  
Commissioner Siple, and Commissioner Schwartz

Nay: - 0

MOTION TO APPROVE AMENDMENT #8 WITH TYLER TECHNOLOGIES, INC. FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, INCREASING THE CURRENT TERM OF THE AGREEMENT BY \$115,323.33 FOR THE ADDITIONAL IMPLEMENTATION SERVICES NEEDED AND TO APPROVE THE DEPARTMENT'S RECOMMENDATION TO RENEW THE AGREEMENT FOR AN ADDITIONAL ONE YEAR PERIOD.

#### PROCUREMENT PROCESS TAKEN:

**- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Section 35.15 defines a Request for Proposal as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."**

**- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."**

**- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."**

**- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."**

**- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."**

**- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

**- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

**- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

**- Chapter 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."**

**- Chapter 35.28(B) states that "Notwithstanding the provisions of division (A), the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and**

**where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000.**

**- Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."**

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. On June 6, 2018, the City Commission authorized the advertisement of TS-17-04-B "ERP System Software and Implementation", which was advertised on June 7, 2018.
  2. The purpose of this solicitation was to provide an innovative and effective solution to meet the City's needs for an Enterprise Resource Planning (ERP) system.
  3. On January 16, 2019, the City Commission approved the findings and recommendation of the evaluation committee and awarded the Enterprise Resource Planning (ERP) portion of RFP # TS-17-04-B "ERP System Software and Implementation" to Tyler Technologies, Inc., and directed the City Manager to negotiate a contract for services.
  4. On April 17, 2019, the City Commission approved the negotiated contract with Tyler Technologies, Inc., for an initial three year period for an amount not to exceed \$7,260,596, pursuant to the award of TS-17-04-B "ERP System Software and Implementation".
  5. The initial term of the agreement is for three years from the first day of the first month following the date that the authorized representatives from both parties have signed the agreement, which would be May 1, 2019 through April 30, 2022. The agreement also includes various termination clauses, including the option for the City to terminate the agreement for convenience upon thirty days advance written notice.
  6. In addition, the agreement will renew automatically for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term. However, if the City renews the agreement for years 4, 5 and 6, the agreement holds the SaaS Licensing Fees at the annual cost of \$1,367,956, as outlined below in Exhibit B "Invoicing and Payment Policy" of the agreement, if the City utilizes the same Licenses as outlined in the original agreement:
- | <b>Contract Year</b> | <b>SaaS Licensing Fees</b> |
|----------------------|----------------------------|
| 1                    | \$ 899,389                 |
| 2                    | \$ 1,279,181               |
| 3                    | \$ 1,367,956               |
| <b>Total</b>         | <b>\$ 3,546,526</b>        |
7. In addition to the SaaS Licensing Fees, the agreement also addressed the following one time fees:

**Agenda Request Form Continued (22-0115)**

<b>Description</b>	<b>One-Time Estimated Fees</b>
Implementation / Other Services	\$ 2,639,400
Conversion Costs	\$ 258,250
3rd Party Hardware, Software and Services	\$ 14,630
Travel Expenses	\$ 801,790
<b>Total Estimated One Time Fees</b>	<b>\$ 3,714,070</b>

The amounts above are estimated fees and are billed based on actuals incurred. In the event that the actuals exceed the estimated amounts, a change order will be processed. The estimated one-time costs above are broken down into the following contract year costs, based on the estimated project timeline and estimated resources needed:

<b>Contract Year</b>	<b>One-Time Estimated Fees</b>
1	\$ 1,784,464
2	\$ 828,788
3	\$ 1,100,818
<b>Total</b>	<b>\$ 3,714,070</b>

8. As a result, the total estimated amount for the initial three year period was:

**Contract Year:**

<b>Contract Year</b>	<b>SaaS Licensing Fees</b>	<b>One-Time Estimated Fees</b>	<b>Total Estimated Fees</b>
1	\$ 899,389.00	\$ 1,784,464.00	\$ 2,683,853.00
2	\$ 1,279,181.00	\$ 828,788.00	\$ 2,107,969.00
3	\$ 1,367,956.00	\$ 1,100,818.00	\$ 2,468,774.00
<b>Total</b>	<b>\$ 3,546,526.00</b>	<b>\$ 3,714,070.00</b>	<b>\$ 7,260,596.00</b>

**Fiscal Year:**

<b>Fiscal Year</b>	<b>SaaS Licensing Fees</b>	<b>One-Time Estimated Fees</b>	<b>Total Estimated Fees</b>
18-19 (5 mths)	\$ 899,389.00	\$ 752,060.83	\$ 1,651,449.83
19-20 (12 mths)	\$ 1,279,181.00	\$ 1,377,731.50	\$ 2,656,912.50
20-21 (12 mths)	\$ 1,367,956.00	\$ 1,095,025.22	\$ 2,462,981.22
21-22 (7 mths)	\$ 0.00	\$ 489,252.45	\$ 489,252.45
<b>Total</b>	<b>\$ 3,546,526.00</b>	<b>\$ 3,714,070.00</b>	<b>\$ 7,260,596.00</b>

9. The agreement included the five following phases with the estimated implementation timelines:

Phase 1 - Financials (May 2019 - May 2020)

Phase 2 - Utility Billing & Collections (August 2019 - August 2020)

Phase 3 - Human Capital Management and Payroll (May 2020 - April 2021)

Agenda Request Form Continued (22-0115)

Phase 4 - Energov Community Development (May 2020 - May 2021)

Phase 5 - Enterprise Asset Management (February 2021 - January 2022)

10. Throughout the term of the agreement, the City has executed various change orders/amendments to the contract that have resulted in a total reduction of \$9,292.50 to the current term of the agreement. In addition, Administration is requesting for the City Commission to approve Change Order/Amendment # 8 as described below that were recently provided to the City from Tyler Technologies, that would result in a total change over the \$25,000 threshold. Below is a summary of the contract costs, the previous change orders/amendments, proposed amendment # 8, and the adjustments to the Annual SaaS Licensing Fees:

<u>Description</u>	<u>SaaS Licensing Fees (Year 1-3)</u>	<u>One-Time Estimated Fees</u>	<u>Total Estimated Fees</u>	<u>Annual SaaS Licensing Fees</u>
Original Agreement	\$3,546,526.00	\$3,714,070.00	<b>\$7,260,596.00</b>	\$1,367,956.00
Amendment 1	N/A	(\$500.00)	<b>(\$500.00)</b>	N/A
Amendment 2	(\$44,992.50)	N/A	<b>(\$44,992.50)</b>	(\$17,997.00)
Amendment 3	N/A	(\$19,100.00)	<b>(\$19,100.00)</b>	N/A
Positive Pay Change	N/A	\$10,000.00	<b>\$10,000.00</b>	N/A
Amendment 4	\$40,000.00	\$5,300.00	<b>\$45,300.00</b>	\$40,000.00
Amendment 5	N/A	N/A	<b>N/A</b>	N/A
Amendment 6	N/A	N/A	<b>N/A</b>	N/A
Amendment 7	N/A	N/A	<b>N/A</b>	(\$33,217.00)
Amendment 8	\$6,123.33	\$109,200.00	<b>\$115,323.33</b>	\$73,480.00
<b>Total</b>	<b>\$3,547,656.83</b>	<b>\$3,818,970.00</b>	<b>\$7,366,626.83</b>	<b>\$1,430,222.00</b>
<b>Total Change</b>	<b>\$1,130.83</b>	<b>\$104,900.00</b>	<b>\$106,030.83</b>	<b>\$62,266.00</b>

Details relating to the Change Orders/Amendments listed in the table above are listed below.

11. On October 11, 2019, the City and Tyler Technologies approved the 1st Change Order/Amendment for Phase 1 "Financials" which decreased the cost of the contract by \$54,400 for one-time conversion costs that were no longer anticipated to be utilized, and also increased the cost of the contract for additional days of implementation services by \$53,900, for a net decrease to the contract in the amount of \$500.

12. On April 28, 2020, the City and Tyler Technologies approved the 2nd Change Order/Amendment for Phase 1 "Financials" which removed the Bid Management module from the agreement, which reduced the annual SaaS Licensing Fees by \$17,997, commencing on May 1, 2020 (the 2nd year of the initial three year period). In addition, the City received a credit of \$8,998.50, equaling 50% of the annual Bid Management SaaS Licensing Fees for the first year of the agreement, for a net savings in the amount of \$44,992.50.

13. On June 2, 2020, the City and Tyler Technologies approved the 3rd Change Order/Amendment for Phase 2 "Utilities" which reduced the cost of the contract by \$30,300 for one time conversion and implementation costs that were no longer anticipated to be utilized, and also increased the cost of the contract for the creation of 8 Tyler Ready Forms to be used for Utilities and General Billing at an additional one time cost of \$11,200, for a net decrease to the contract in the amount of \$19,100.

Agenda Request Form Continued (22-0115)

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14. On July 2, 2020, the City of Pembroke Pines issued Notice of Suspension of implementation activities, for at least 60 days, to Tyler Technologies due to the COVID-19 pandemic and the direct impacts that the pandemic has had on the City of Pembroke Pines and its employees.

15. On November 17, 2020, the City of Pembroke Pines authorized Tyler Technologies to proceed with Tyler Technologies Functional Specification for AP & PR Positive Pay for TD Bank in the amount of \$10,000 so that Tyler Technologies could create a custom Positive Pay file for the City and TD Bank. TD Bank, the bank in which the City currently utilizes, required the City to change Tyler Technologies' standard Positive Pay File in order to work with TD Bank. Positive Pay works by matching the dollar amount of each check, the check number and the account number that is presented for payment against checks that have been previously authorized and issued by the business.

16. On February 15, 2021, the City and Tyler Technologies approved the 4th Change Order/Amendment to add "Tyler Notify" to the contract. "Tyler Notify" will allow for the City to deliver messages and interact with stakeholders, such as residents and vendors, by allowing the City to create and send customized messages via phone and e-mail in a secure and audited environment and is specifically designed to work with Tyler products and improve the City's communications through text messaging, social media, email campaigns, and interactive voice response (IVR) phone systems. As a result, the annual SaaS Licensing Fees are increased by \$40,000 for "Tyler Notify" and shall be invoiced on May 1, 2021. The City and Tyler Technologies have confirmed that there will be no prorated costs for any period prior to May 1, 2021. In addition, the addition of Tyler Notify included a one-time implementation cost of \$2,800 and the Tyler Notify IVR Plan with 25,000 minutes included at a cost of \$2,500. Tyler Notify Minutes and Messages are invoiced when Tyler Notify is made available to the City, with subsequent fees for minutes and messages, at the then-current rates, will be due when the City requests additional minutes and messages. The 4th amendment also updated the anticipated Go-Live Dates for the various phases of the project. As a result of the changes, the net impact of the amendment was an increase in the amount of \$45,300.

17. On June 9, 2021, the City and Tyler Technologies approved the 5th Change Order/Amendment which decreased the cost of the contract by \$347,900 (\$35,000 in Change Management Consulting and \$312,900 in travel expenses that were no longer anticipated to be utilized.) The \$35,000 reduction in Change Management Consulting, includes a credit for 3 days of Change Management services that were performed by the consultant, as a result the City will not be billed for those 3 days of consulting services. Furthermore, the amendment also included an increase in implementation time needed for all of the phases, primarily due to COVID-19, resulting in an additional cost of \$347,900, for a net change of \$0 to the contract.

18. On January 5, 2022, the City and Tyler Technologies approved the 6th Change Order/Amendment which decreased the cost of the contract by \$182,000 in travel expenses that were no longer anticipated to be utilized and also increased the cost of the contract for additional days of implementation services by \$182,000, due to pushing back the Go-Live date for the Utility Billing phase of the project, for a net change of \$0 to the contract.

Agenda Request Form Continued (22-0115)

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19. On February 10, 2022, the City and Tyler Technologies approved the 7th Change Order/Amendment for Phase 3 "Human Capital Management and Payroll" which removed ExecuTime Advance Scheduling and ExecuTime Advance Scheduling Mobile Access which decreases the annual SaaS Licensing Fees by \$33,217, commencing on May 1, 2022 (the 1st renewal term of the of the agreement). As a result, this amendment has no effect on the current term of the agreement, as it only reduces the on-going annual costs in the future renewal periods.

20. The 8th Change Order/Amendment shall add 40 additional licenses for EnerGov, which increases the annual SaaS Licensing Fees by \$73,480, and shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Agreement. As a result, the increase for the prorated period of the current agreement would be \$6,123.33 for the period of April 1st, 2022 through April 30th, 2022. In addition, the amendment also adds additional days of implementation services for EnerGov and Human Capital Management and Payroll for an additional one-time cost of \$109,200, resulting in a net increase of \$115,323.33 for the current term of the agreement.

21. The Technology Services Department is satisfied with the performance and execution of the Original Agreement and recommends the renewal of the agreement. The agreement will renew automatically for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term. Based on the previously approved change orders and the current change order being presented to the City Commission for approval, the annual SaaS Licensing Fee for the renewal period of May 1, 2022 through April 30, 2023 would be \$1,430,222.

22. Recommend City Commission to approve Amendment # 8 with Tyler Technologies, Inc. for the Enterprise Resource Planning (ERP) System, increasing the current term of the agreement by \$115,323.33 for the additional implementation services needed and to approve the department's recommendation to renew the agreement for an additional one year period.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** The total increase to the current term of the agreement for Amendment # 8 is \$115,323.33, however the net increase to the contract including all of the prior amendments and changes is a net increase of \$106,030.83.

**b) Amount budgeted for this item in Account No:** Funds are available in account # 1-513-2002-306-64051 (Computer programs) for the current fiscal year expense.

**c) Source of funding for difference, if not fully budgeted:** Not applicable.

**d) 5 year projection of the operational cost of the project:** The initial term of the agreement is for three years expiring on April 30, 2022. In addition, the agreement will renew automatically for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term. Based on the previously approved change orders and the current change orders being presented to the City Commission for approval, the annual SaaS Licensing Fee for the



**Agenda Request Form Continued (22-0115)**

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renewal period of May 1, 2022 through April 30, 2023 would be \$1,430,222.

**e) Detail of additional staff requirements:** Not applicable at this time.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, with offices at 601 City Center Drive, 4<sup>th</sup> Floor, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of Amendment Effective Date:

- a. ExecuTime Advance Scheduling
- b. ExecuTime Advance Scheduling Mobile Access

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

2. Client's annual SaaS fees payment obligation commencing May 1, 2022, is hereby reduced by \$33,217.00 with respect to the removal of the above-listed software.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: Jisel Lopez

Name: Jisel Lopez

Title: Deputy Group General Counsel

Date: 2/8/2022

City of Pembroke Pines, FL

By: Charles F. Dodge

Name: Charles F. Dodge

Title: City Manager

Date: 2/10/2022



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, with offices at 601 City Center Drive, 4<sup>th</sup> Floor, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. Client and Tyler agree to amend the Agreement as set forth in the project change request attached to this Amendment as Exhibit 1 ("Project Change Request"). Such Project Change Request shall result in the following:
  - a. The total of estimated travel expenses set forth in Exhibit A of the Agreement is hereby reduced by \$182,000.
  - b. The items set forth in the sales quotation attached as Exhibit 2 ("Amendment Investment Summary") to this Amendment are hereby added to the Agreement. Fees for services, along with applicable expenses, will be billed as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: Jisel Lopez

Name: Jisel Lopez

Title: Senior Corporate Attorney

Date: 01/05/2022

City of Pembroke Pines, FL

By: Charles F. Dodge

Name: Charles F. Dodge

Title: City Manager

Date: 12/7/2021

APPROVED TO LEGAL FORM

[Signature]  
CITY OF THE CITY ATTORNEY

DATED: 12/7/21

Brian Sherman





**Exhibit 1**  
**Project Change Request**

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## Project Change Request

Date: June 14, 2021

PSIR Number: 2021-06-14

City of Pembroke Pines, FL

Change Request Number: 6

Requester: Aner Gonzalez

**Nature of the proposed change:** Request to extend Phase 2 Utility Billing resources support the pending go live.

**Reason for the Change:** The original planned go live for Phase 2 was June 29, 2021. The decision was made at the Steering Committee Meeting move the go live to allow the business units more time to complete User Acceptance testing, and complete the data conversion. The new requested date is December 3, 2021. The city has requested extension of the implementation resources supporting the go live activity.

**Detailed Description of Resources (both Tyler and the City):** Dedicated resources have remained available to the City to provide requested services. The implementation resources below will be extended to support the new timeline.

Resource	Requested Extension	Days Extended	Notes
Utility Billing Lead	5 Months	65	Current planned End Date 8/27. Extended to 1/28.
Utility Billing Trainer	5 Months	65	Current Planned End Date 7/8. Extended to 12/3.

**Specifications:** N/A

**Implementation Plans:** The activities associated with this change will be incorporated into the Project Plan .

**Scheduled Completion:** N/A

**Acceptance Criteria:** N/A as the added Implementation Services are billed as delivered.

### Impact of the Change:

Change Order #6 will move \$182,000 funds from the Travel Expense Category to the Phase 2 Utility Billing implementation budget. This change adds no additional funds to the project, it moves funds from unused project areas to project areas that are needing balanced. The table below shows the adjustment areas.

### Contract Adjustments

City of Pembroke Pines  
As of: 10/24/21

							Total Adjustment	Change Order #6 14-Jul-21
Model #	Description	Original Qty	Original Price	Ext Price	SaaS Total	Adjusted SaaS Total		0.00
SVC-TVL-EST	Estimated Travel Expenses	1	\$801,790.00	\$801,790.00	\$801,790.00	\$306,890.00	-494,900.00	(182,000.00)
MISC-CO-001	Utility Billing & Collections Consultant	39	\$1,400.00	\$54,600.00	\$54,600.00	\$145,600.00	91,000.00	91,000.00
MISC-CO-001	Utility Billing Lead	169	\$1,400.00	\$236,600.00	\$236,600.00	\$462,000.00	225,400.00	91,000.00

After review of the travel budget the City may request an additional change request, replenishing needed amounts in the Travel Expense area of the budget.

With approval Tyler will submit a Contract Amendment to the City for signature.





### **Amendment Investment Summary**

The following Amendment 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 Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Tim Vickers  
 Quote Expiration: 04/11/22  
 Quote Name: City of Pembroke Pines-ERP-  
 Munis-PCR6-Implementation  
 Quote Description: Project Change Request #6 UB  
 Implementation Services

**Sales Quotation For:**

City of Pembroke Pines  
 Floor 5  
 10100 Pines Blvd  
 Pembroke Pines FL 33026-6042  
 Phone: +1 (954) 435-6500

**Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Utility Billing Lead	520	\$ 175	\$ 91,000	\$ 0
Utility Billing Trainer	520	\$ 175	\$ 91,000	\$ 0
<b>TOTAL</b>			<b>\$ 182,000</b>	<b>\$ 0</b>

**Summary**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 182,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 182,000</b>	<b>\$ 0</b>

**One Time Fees**

**Recurring Fees**

Contract Total

\$ 182,000

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: Charles F. Dodge

Date: 12/7/2021

Print Name: Charles F. Dodge

P.O.#: 20190782, 20210940, 20210781

*All Primary values quoted in US Dollars*






# Pembroke Pines, FL Amend PE 120721

Final Audit Report

2022-01-05

Created:	2022-01-05
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgrGqqBb8-Xdk81vn6iSUPG_lhstTaEqD

## "Pembroke Pines, FL Amend PE 120721" History

-  Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)  
2022-01-05 - 7:49:00 PM GMT - IP address: 98.11.241.111
-  Document emailed to Jisel Lopez (jisel.lopez@tylertech.com) for signature  
2022-01-05 - 7:50:23 PM GMT
-  Email viewed by Jisel Lopez (jisel.lopez@tylertech.com)  
2022-01-05 - 8:24:28 PM GMT - IP address: 163.116.157.72
-  Document e-signed by Jisel Lopez (jisel.lopez@tylertech.com)  
Signature Date: 2022-01-05 - 8:24:47 PM GMT - Time Source: server- IP address: 163.116.157.72
-  Agreement completed.  
2022-01-05 - 8:24:47 PM GMT





## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, with offices at 601 City Center Drive, 4<sup>th</sup> Floor, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. Client and Tyler agree to amend the Agreement as set forth in the project change request attached to this Amendment as Exhibit 1 ("Project Change Request"). Such Project Change Request shall result in the following:
  - a. The remaining unused Change Management Consulting services, totaling \$35,000 (which include Change Management Coaching and Change Management After Action Review), are hereby removed from the Agreement.
  - b. The total of estimated travel expenses set forth in Exhibit A of the Agreement is hereby reduced by \$312,900. For the avoidance of doubt the new total for estimated travel expenses is \$488,890.
  - c. The items set forth in the sales quotation attached as Exhibit 2 to this Amendment are hereby added to the Agreement. Unless otherwise provided herein, services identified at Exhibit 2 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 06/09/21

City of Pembroke Pines, FL

By: Charles F. Dodge

Name: CHARLES F. DODGE

Title: CITY MANAGER

Date: 6/9/2021

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 6/9/21

Tricia Sherrin





**Exhibit 1**  
**Project Change Request**

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## Project Change Request

Date: April 15, 2021

PSIR Number: 2021-04-15

City of Pembroke Pines, FL

Change Request Number: 5

Requester: Aner Gonzalez

**Nature of the proposed change:** Addition in implementation days needed as a result of COVID-19. The travel limitation has resulted in a surplus in estimated travel budget. This change will also remove remaining Change Management Activities from the contract.

**Reason for the Change:** COVID-19 and work from home model has had a direct impact on the project timeline. The change will move funds from underused and unused areas of the project to areas that need additional funding.

**Detailed Description of Resources (both Tyler and the City):** Dedicated resources have remained available to the City to provide requested services. The table below shows the original contract and encumbrance, and new forecasted days.

	Original Contract & New Encumbrance	Forecast Days	Variance
FIN Lead Days	203.5	251	47.5
P2P Lead Days	162	242	80
UB Lead Days	182	265	83
HCM Lead Days	169	195	26
EAM Lead Days	153	156	3
EG IC Days	36	45	9
		Total Days Needed	248.5

Details of this forecast are available in the City of Pembroke Pines, Investment Summary.

**Change Management Services** - As of October 2020, Project Change Management Services have been transferred to the City's responsibility. A detailed report of Change Management services and deliverables has been provided to the City as part of the Phase 1 Reconciliation Report. A credit of 3 days of Change Management days has provided to the City. Remaining Change Management deliverables will be removed from the Contract. The balance of the contracted Change Manage Services is \$35,000. This will be transferred to implementation consulting days.

**Specifications:** N/A





**Implementation Plans:** The activities associated with this change will be incorporated into the Project Plan .

**Scheduled Completion:** N/A

**Acceptance Criteria:** N/A as the added Implementation Services are billed as delivered.

### Impact of the Change

Change Order #5 will balance the actual and forecast implementation budget. This change adds no additional funds to the project, it moves funds from unused or underutilized project areas to project areas that are needing balanced. The table below shows the adjustment areas.

Model #	Description	Original Price	Ext Price	Total Adjustment	SaaS Total	Actual as of 3/31	Variance (Cont - Act)	Change Order #5
								14-Apr-21
								0.00
SRVC-CMCS-H	Change Management Consulting - H	\$100,000.00	\$100,000.00	(\$35,000.00)	\$65,000.00	\$65,000.00	\$0.00	(\$35,000.00)
SVC-TVL-EST	Estimated Travel Expenses	\$801,790.00	\$801,790.00	(\$312,900.00)	\$488,890.00	\$118,995.38	\$369,894.62	(\$312,900.00)
MISC-CO-001	Financials Lead	\$1,400.00	\$268,800.00	\$82,600.00	\$351,400.00	\$319,900.00	\$31,500.00	66,500.00
MISC-CO-001	Procure to Pay Lead	\$1,400.00	\$189,000.00	\$149,800.00	\$338,800.00	\$318,500.00	\$20,300.00	\$112,000.00
MISC-CO-001	Payroll/HCM & Executime Lead	\$1,400.00	\$236,600.00	\$36,400.00	\$273,000.00	\$51,800.00	\$221,200.00	36,400.00
MISC-CO-001	Utility Billing Lead	\$1,400.00	\$236,600.00	\$134,400.00	\$371,000.00	\$229,600.00	\$141,400.00	\$116,200.00
MISC-CO-001	Enterprise Asset Maintenance Consultant	\$1,400.00	\$54,600.00	\$12,600.00	\$67,200.00	\$0.00	\$67,200.00	12,600.00
MISC-CO-001	Enterprise Asset Maintenance Lead	\$1,400.00	\$214,200.00	\$4,200.00	\$218,400.00	\$0.00	\$218,400.00	\$4,200.00







## **Exhibit 2**

### **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.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Tim Vickers  
Date: 6/9/2021  
Quote Expiration: 11/9/2021  
Quote Name: City of Pembroke Pines-ERP-Munis-Amendment Adding 2000 Hours of Services  
Quote Number: 2021-128272  
Quote Description: Amendment for Additional Implementation Services

**Sales Quotation For**

City of Pembroke Pines  
Floor 5  
10100 Pines Blvd  
Pembroke Pines , FL 33026-6042  
Phone: +1 (954) 435-6500

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Miscellaneous Implementation Hours	1988	\$175	\$347,900	\$0
<b>Total:</b>			<b>\$347,900</b>	<b>\$0</b>

**Summary**

Total Tyler Software  
Total Tyler Annual  
Total Tyler Services  
Total Third Party Hardware, Software and Services  
**Summary Total**  
**Contract Total (Excluding Estimated Travel)**

**One Time Fees**

\$0.00  
  
\$347,900.00  
\$0.00  
**\$347,900.00**  
**\$347,900.00**

**Recurring Fees**

\$0.00  
\$0.00  
\$0.00  
\$0.00  
**\$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.

Client Approval: Charles F. Dodge Date: 6/9/2021  
Print Name: CHARLES F. DODGE P.O.#: 20190782/20210940

## Comments






# Pembroke Pines, FL Amendment Client Signed 060921

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkEvQP5FURvZGTcpR_vClrZ_7B1XJfm6H

## "Pembroke Pines, FL Amendment Client Signed 060921" History

-  Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)  
2021-06-09 - 8:23:14 PM GMT- IP address: 98.11.241.111
-  Document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) for signature  
2021-06-09 - 8:24:12 PM GMT
-  Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)  
2021-06-09 - 8:30:43 PM GMT- IP address: 142.105.206.217
-  Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)  
Signature Date: 2021-06-09 - 8:30:52 PM GMT - Time Source: server- IP address: 142.105.206.217
-  Agreement completed.  
2021-06-09 - 8:30:52 PM GMT





## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, Florida, with offices at 601 City Center Way, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as May 1, 2021. Payment of fees and costs for such items shall conform to the following terms:
  - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$40,000, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on May 1, 2021, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
  - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
  - c. Tyler Notify Minutes and Messages: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.
2. As of the Amendment Effective Date, the below wording is added to the Agreement in Section D, "Third Party Products", as D(5):
  - a. Twilio Acceptable Use Policy. Certain functionality in your Tyler Software is provided in part by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to utilize said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By your signature below, you certify that you have reviewed and understand said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.



3. As of the Amendment Effective Date, Exhibit E, "Statement of Work", Section 1.3, "High Level Project Timeline", is hereby amended to update the "Go-Live" dates in accordance with the table below:

Phase	Functional Area	Old Go-Live Date	New Go-Live Date
1	Financials	May 2020	January 29, 2021
2	Collections & Utility Billing	August 2020	May 28, 2021
3	Human Capital Management & Payroll	April 2021	December 31, 2021
4	EnerGov	May 2021	October 29, 2021
5	Asset Management	January 2022	April 30, 2022
6	TCM SE- Conversion	May 2022	June 30, 2022

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Pembroke Pines, FL

By: Sherry Clark

By: Charles A. Dodge

Name: Sherry Clark

Name: Charles Dodge

Title: Senior Corporate Attorney

Title: City Manager

Date: 02/15/2021

Date: 02/07/2021

Matthew Carter  
IT Director

Bob Aguirre  
COP Manager





## **Exhibit 1 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 Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Quoted By: Phil Sharp  
 Date: 12/9/2020  
 Quote Expiration: 10/19/2020  
 Quote Name: City of Pembroke Pines-ERP-Munis-Tyler Notify  
 Quote Number: 2020-108320  
 Quote Description: Tyler Notify and Services

### Sales Quotation For

City of Pembroke Pines  
 Floor 5  
 10100 Pines Blvd  
 Pembroke Pines, FL 33026-6042  
 Phone +1 (954) 435-6500

### SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Tyler Notify	1.0	\$40,000.00	0	\$0.00	\$0.00
<b>TOTAL:</b>		<b>\$40,000.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Productivity:

### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Notify - Implementation	2	\$1,400.00	\$0.00	\$2,800.00
<b>TOTAL:</b>				<b>\$2,800.00</b>

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,500.00</i>		<i>\$0.00</i>	<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$2,500.00</b>			<b>\$0.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$40,000.00
Total Tyler Services	\$2,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$2,500.00	\$0.00
<b>Summary Total</b>	<b>\$5,300.00</b>	<b>\$40,000.00</b>
<b>Contract Total</b>	<b>\$45,300.00</b>	

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

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

## Comments

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

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

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the 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

**Comments**

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.

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

The Munis SaaS fees are based on 175 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.

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

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.



### Tyler Technologies Functional Specification

Client Name	Pembroke Pines, FL
Modification Description	AP & PR Positive Pay for TD Bank
Reference Number	393058
Service/Modification Cost	\$10,000.00
Desired Completion Version and Date	V2019.1.xx, delivery date TBD
Additional Modification Versions	NA
Document Date	11/6/2020
Sign-Off Required By	11/20/2020

This is the Tyler Technologies Development Functional Specification for your review and approval. Once approved, this request will be entered into our Work Order system and assigned to an analyst who will complete the technical specification. Functional specification signoff is required for analysis to proceed.

For authorization please print, sign and date the bottom of this letter and return to Daniel Dacar at Daniel.dacar@tylertech.com. You may also fax this sign-off to 207-781-6005 to the attention of Daniel Dacar.

Tyler will invoice the Client fees for this development activity 50% upon sign off of this functional specification and 50% upon delivery of the modification and/or service to the Client. Note: For programming services, invoicing will occur when the program or modification is delivered for Client validation.

**Important note:** To provide expedited service, our functional specification is provided at a "NOT TO EXCEED" cost to your organization. We reserve the right to reduce this quote upon technical specification development. If a cost reduction is warranted, we will make that adjustment to the final delivery invoice. This quote is valid for 180 days.

Contacts	Title	For	Phone	Email
Daniel Dacar	Professional Services Mngr	Sign-off	800-772-2260 x4114	Daniel.dacar@tylertech.com

ANER GONZALEZ  
Printed Name

  
Signature

11/17/20  
Date

## Pembroke Pines, FL

MUNIS Professional Services Development Specification

AP & PR Positive Pay for TD Bank

November 6, 2020

## Scope of work

Tyler online submission from:

Client Name : Pembroke Pines, FL

RFQ Created by : Bob Aguirra

Phone Number : 954-450-1097

Email Address : baguirra@ppines.com

## AP & PR Positive Pay for TD Bank

The request is the following:

The City of Pembroke Pines and they would like to move forward with the AP and PR Positive Pay file. See the attached pdf as the file layout specifications, however the Payee Name/Description should be limited to 40 characters max.

Attachment:

TD eTreasury UOB – PosPay Delimited Map Guide (Rev\_022619).pdf

### TD eTreasury Input File Specifications (Comma Delimited)

#### 1. Required Fields

- Account Number
- Check Number
- Transaction Type (Recommended: 'I' for Issue or 'C' for Cancel)
- Issue Date - Acceptable Formats:
  - MMDDYY
  - MMDDYYYY
  - DDMMYY
  - DDMMYYYY
  - MM/DD/YY
  - MM/DD/YYYY
  - DD/MM/YY
  - DD/MM/YYYY
- Check Amount (Must have two decimal places)
- Payee Name/Description

#### 2. Example File

```
TD eTreasury Comma Delimited Test File.txt - Notepad
File Edit Format View Help
1234567890,4567,I,060413,12345.00,"Test File, Payee 1"
1234567890,4568,I,060413,12346.00,"Test File, Payee 2"
1234567890,4569,I,060413,12347.00,"Test File, Payee 3"
1234567890,4570,I,060413,12348.00,"Test File, Payee 4"
1234567890,4571,C,060413,12349.00,"Test File, Payee 5"
1234567890,4572,C,060413,12350.00,"Test File, Payee 6"
1234567890,4573,C,060413,12351.00,"Test File, Payee 7"
1234567890,4574,C,060413,12352.00,"Test File, Payee 8"
```





PEMBROKE PINES  
CITY COMMISSION

Frank C. Ortis  
MAYOR  
954-450-1020  
fortis@ppines.com

Iris A. Siple  
VICE MAYOR  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

Jay D. Schwartz  
COMMISSIONER  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

Thomas Good, Jr.  
COMMISSIONER  
DISTRICT 1  
954-450-1030  
tgood@ppines.com

Larissa Chanzas  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
lchanzas@ppines.com

Charles F. Dodge  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

July 2, 2020

VIA CERTIFIED MAIL AND EMAIL

Andrea Fravert  
Director of Legal Affairs  
One Tyler Drive  
Yarmouth, ME 04096

Re: City of Pembroke Pines ("City")

Dear Ms. Fravert:

As a result of the COVID-19 pandemic and the direct impacts that the pandemic has had on the City of Pembroke Pines and its employees, the City is hereby suspending all activities associated with the implementation of the agreement between the City and Tyler Technologies ("Tyler"), dated April 24, 2019 (the "Agreement"), effective immediately and for at least sixty (60) days. Tyler should also suspend all activities regarding the implementation at this time.

This correspondence is not intended to serve as a notice of force majeure termination pursuant to Section F (2.3) of the Agreement. Rather, due to the unforeseen fiscal and operational impacts of the COVID-19 pandemic, the City is being forced to take this action. The City will reevaluate the status of the Agreement on or about September 1, 2020, and is hopeful that the public health conditions at that time will enable the City and Tyler to resume performance of their respective duties and obligations under the Agreement.

The City has made a considerable investment, financial and otherwise, in the services provided by Tyler, and the City anticipates restarting the Agreement implementation process as soon as practicable. Unfortunately, the COVID-19 pandemic has had an unforeseen effect on all aspects of the City's operations, and the health, safety and welfare of the City and its employees must be the priority at this time.

Thank you for your understanding and anticipated cooperation as we all work to navigate this unprecedented public health situation. Please contact Assistant City Manager Aner Gonzalez at 954-450-1040 at your earliest convenience to discuss this temporary suspension and to further coordinate the resumption of activities at the appropriate time.

Sincerely,

CHARLES F. DODGE  
City Manager

CFD/kfr

CC: Rebecca Usprich, Project Manager – Strategic Accounts  
Penny Parsons, Sr. Director of Implementation – Strategic Accounts





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, Florida, with offices at 601 City Center Way, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. The following unused Phase 2 conversions and other services are hereby removed from the Agreement:
  - a. General Billing - Bills up to 5 years, at a contract price of \$6,000;
  - b. General Billing – Recurring Invoices, at a contract price of \$5,000;
  - c. General Billing – Standard CID, at a contract price of \$2,800;
  - d. Utility Billing – Assessments, at a contract price of \$3,000;
  - e. Utility Billing – Service Orders, at a contract price of \$5,000;
  - f. Tyler Forms Library – General Billing, at a contract price of \$2,500;
  - g. Tyler Forms Library – Utility Billing, at a contract price of \$6,000.
2. The items in the Sales Quotations attached hereto as Exhibit 1, are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, plus expenses, will be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

Tyler Technologies, Inc.

By: 

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 6/2/2020

City of Pembroke Pines, FL

By: 

Name: CHARLES DODGE

Title: CITY MANAGER

Date: 06/01/2020

  
MAYOR  
06-01-2020

  
BOB AGUIRRE  
CITY MANAGER



## **Exhibit 1 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.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Amy Lakari  
Date: 2/10/2020  
Quote Expiration: 8/8/2020  
Quote Name: Pembroke Pines FL - TylerForms - (7) Custom ReadyForms - UB  
Quote Number: 2020-102546  
Quote Description: TylerForms - (7) Custom ReadyForms - UB

#### Sales Quotation For

City of Pembroke Pines

Floor 5

10100 Pines Blvd

Pembroke Pines, FL 33026-6042

Phone +1 (954) 435-6500

#### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler ReadyForms Each Individual Form Design	7	\$1,400.00	\$0.00	\$9,800.00
TOTAL:				\$9,800.00

#### Summary

#### One Time Fees      Recurring Fees

Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$9,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$9,800.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$9,800.00</b>	

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:

06/01/2020

Print Name:

Bob Aguirre

P.O. #:

20190782

All primary values quoted in US Dollars

## Comments

This quote is for the following services:

### Custom ReadyForm Design of (7) Forms - Utility Bill

1. Utility Bill & Final Utility Bill
2. Commercial Sanitation Utility Bill & Commercial Sanitation Final Utility Bill
3. Roll Off Utility Bill & Roll Off Final Utility Bill
4. UB Delinquent Notice
5. Sanitation Delinquent Notice
6. Lien Notice
7. Door Hanger

We will need the signed quote in order to move this project forward to design.

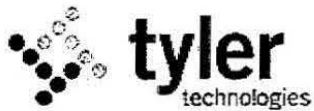
The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first proof is 4 weeks after receipt of the signed quote and any other required items. The first proof delivery period begins the 1st business day after all required items are received, provided the information is received by 12:00 noon EST. Any items received after noon will result in the delivery period beginning two business days after all the required items are received. Delivery times do not include nights, weekends or Tyler observed holidays.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to [amy.lakari@tylertech.com](mailto:amy.lakari@tylertech.com). Keys and completed original signature sheets must be sent via overnight delivery to Forms Design, Tyler Technologies, One Tyler Drive, Yarmouth ME 04096.

Any **Tyler Forms services orders** that are cancelled after the first and/or subsequent proofs have been delivered to the Client will be subject to billing at **50% of the listed fee**.

Please note that you have 30 days to test what we have delivered and report any issues. Any issues reported after thirty days will be quoted as an additional billable item.



Quoted By: Amy Lakari  
Date: 2/19/2020  
Quote Expiration: 8/17/2020  
Quote Name: Pembroke Pines FL - TylerForms - Custom ReadyForm - General Billing Invoice  
Quote Number: 2020-103481  
Quote Description: TylerForms - Custom ReadyForm - General Billing Invoice

#### Sales Quotation For

City of Pembroke Pines  
Floor 5  
10100 Pines Blvd  
Pembroke Pines, FL 33026-6042  
Phone +1 (954) 435-6500

#### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler ReadyForms Each Individual Form Design	1	\$1,400.00	\$0.00	\$1,400.00
TOTAL:				\$1,400.00

#### Summary

#### One Time Fees

#### Recurring Fees

Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$1,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$1,400.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$1,400.00</b>	

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:

  
\_\_\_\_\_  
Bob Aguirre

Date:

06/01/2020  
20190782

Print Name:

P.O. #:

All primary values quoted in US Dollars

## Comments

This quote is for the following services:

### Custom ReadyForm Design of (1) Form - General Billing Invoice

Based on mockup provided.

Custom Programming:

For questions contact <Insurance> <Name1> at <Insurance> <phone> or email <insurance> <address1>

We will need the signed quote in order to move this project forward to design.

The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first proof is 4 weeks after receipt of the signed quote and any other required items. The first proof delivery period begins the 1st business day after all required items are received, provided the information is received by 12:00 noon EST. Any items received after noon will result in the delivery period beginning two business days after all the required items are received. Delivery times do not include nights, weekends or Tyler observed holidays.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to amy.lakari@tylertech.com. Keys and completed original signature sheets must be sent via overnight delivery to Forms Design, Tyler Technologies, One Tyler Drive, Yarmouth ME 04096.

Any **Tyler Forms services orders** that are cancelled after the first and/or subsequent proofs have been delivered to the Client will be subject to billing at **50% of the listed fee**.

Please note that you have 30 days to test what we have delivered and report any issues. Any issues reported after thirty days will be quoted as an additional billable item.

#### **Disclaimer for Custom Programming and/or Data Manipulation at the Form Level:**

The use of form level calculations, and/or data alteration/manipulations can result in longer times to resolve issues; whether form related or data related. Best practice is to use the MUNIS export values before considering form level calculations, and/or data alteration/manipulations.

You should review the export layout vs. the data samples provided and identify source data values where possible. Please provide export layout names for the fields you are asking us to use on the form(s).

There is a known issue with using form level calculations with regards to 'rounding'. In some cases the result will be off by one cent, when decimals are in play, or a dollar when no decimals are in play.

By signing this quote, you acknowledge and accept the risks and issues set forth above.

## SECOND AMENDMENT



### AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Pembroke Pines, with offices at 601 City Center Way, Pembroke Pines, FL 33025 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

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

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

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of the Amendment Effective Date:

- a. Bid Management

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

Client's annual SaaS fees payment obligation commencing May 1, 2020 is hereby reduced by \$17,997.00 with respect to the removal of the above-listed software.

2. If the Amendment Effective Date is prior to May 1, 2020, the Client will receive a credit equaling 50% of SaaS fees paid for the Bid Management module in the first year of the initial term of the Agreement totaling \$8,998.50. At Client's direction, Tyler will apply the credit issued herein to SaaS fees payable to Tyler for any Tyler Software Products hereafter acquired by Client.

This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Tyler Technologies, Inc.

By: Rob Kenndy Jensen

Name: Rob Kenndy Jensen

Title: Director of Contracts

Date: 4/28/2020

Pembroke Pines, FL

By: Charles F. Dodge

Name: CHARLES F. DODGE

Title: CITY MANAGER

Date: 4/28/20

## FIRST AMENDMENT

### CHANGE ORDER

This change order ("Change Order") is made this 7th day of October, 2019 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pembroke Pines, with offices at 601 City Center Way, Pembroke Pines, Florida 33025 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 24, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein;

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

1. The following unused conversions, totaling \$54,400 are hereby removed from the Agreement:
  - a. Accounting – Actuals up to 3 years, at a contract price of \$3,500
  - b. Accounting – Budgets up to 3 years, at a contract price of \$3,500
  - c. Accounting Standard COA, at a contract price of \$4,000
  - d. Accounts Payable – Checks up to 5 years, at a contract price of \$3,400
  - e. Accounts Payable – Invoices up to 5 years, at a contract price of \$5,000
  - a. Capital Assets Std Master, at a contract price of \$5,000
  - b. Contracts, at a contract price of \$6,500
  - c. Inventory – Commodity Codes, at a contract price of \$3,000
  - d. Inventory Std Master, at a contract price of \$5,000
  - e. Project Grant Accounting – Actuals up to 3 years, at a contract price of \$3,500
  - f. Project Grant Accounting – Budgets up to 3 years, at a contract price of \$3,500
  - g. Project Grant Accounting Standard, at a contract price of \$4,000
  - h. Purchasing – Purchase Orders – Standard Open POs only, at a contract price of \$4,500
2. Ninety-Two (92) Financials Lead hours, totaling \$16,100 (at a rate of \$175.00 per hour) are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. The Financials Lead hours added to the Agreement pursuant to this Change Order, plus expenses, will be invoiced as provided and/or incurred.
3. Sixty-Four (64) Procure to Pay Lead hours, totaling \$11,200 (at a rate of \$175.00 per hour) are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. The Procure to Pay Lead hours added to the Agreement pursuant to this Change Order, plus expenses, will be invoiced as provided and/or incurred.
4. One Hundred Fifty-Two (152) Financials Implementation hours, totaling \$26,600 (at a rate of \$175.00 per hour) are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. The Financials Implementation hours added to the Agreement pursuant to this Change Order, plus expenses, will be invoiced as provided and/or incurred.
5. For Client internal business purposes only, the parties acknowledge that this Change Order does not increase the total value of the Agreement.
6. This Change Order shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.



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

Tyler Technologies, Inc.

City of Pembroke Pines, FL

By: 

By: 

Name: Robert Kennedy-Jensen

Name: Charles Dodge

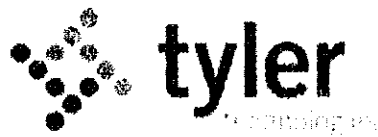
Title: Director of Contracts

Title: City Manager

Date: October 11, 2019

Date: 10/3/19





## **Exhibit 1**

### **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 execution date of this Change Order. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Phil Sharp  
Date: 9/12/2019  
Quote Expiration: 3/10/2020  
Quote Name: City of Pembroke Pines - ERP Training Days  
Quote Number: 2019-93440  
Quote Description: City of Pembroke Pines - ERP Training Days

#### Sales Quotation For

City of Pembroke Pines  
Floor 5  
10100 Pines Blvd  
Pembroke Pines, FL 33026-6042  
Phone +1 (954) 435-6500

#### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation - Procure to Pay Lead	64	\$175.00	\$0.00	\$11,200.00
Implementation - Financials Implementation	152	\$175.00	\$0.00	\$26,600.00
Implementation - Financials Lead	92	\$175.00	\$0.00	\$16,100.00

**TOTAL: \$53,900.00**

#### Summary

#### One Time Fees      Recurring Fees

Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$53,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$53,900.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$53,900.00</b>	

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:

10.07.19

Print Name:

BOB AGUIRRE

P.O. #:

20190702

All primary values quoted in US Dollars

## Project Change Request

Date: September 12, 2019

PSIR Number: 2019-09-12

City of Pembroke Pines, FL

Change Request Number: 1

Requester: Rebecca Usprich

**Nature of the proposed change:** Exchange unused Phase 1 Conversion Services for Implementation Days

**Reason for the Change:** To provide additional days to support the work effort of the Tyler Implementation Team to import data into Munis via imports instead of utilizing the Conversion Team services; to provide additional Procure-to-Pay Support Post Live in June and July 2020.

**Detailed Description of Resources (both Tyler and City-Parish):** The current resources will remain unchanged.

**Specifications:** N/A

**Implementation Plans:** The activities associated with this change are already a part of the current Project Plan

**Scheduled Completion:** N/A

**Acceptance Criteria:** N/A

### Impact of the Change

The following unused Phase 1 Conversions will be removed from the Contract:

Module	Description	Notes	\$
Accounts Payable	AP Checks	No data to convert	3,400
Accounts Payable	AP Invoices	No data to convert	5,000
Capital Assets	Standard Master	Implementation Team will import	5,000
Contract Management	Contracts	No data to convert	6,500
General Ledger	Summary Budgets up to 3 years	Implementation Team will import	3,500
General Ledger	Summary Actuals up to 3 years	Implementation Team will import	3,500
General Ledger	Chart of Accounts	Implementation Team will import	4,000
Inventory Management	Commodity Codes	No data to convert	3,000
Inventory Management	Standard Master	No data to convert	5,000
Project & Grant Accounting	Summary Budgets up to 3 years	No data to convert	3,500
Project & Grant Accounting	Summary Actuals up to 3 years	No data to convert	3,500
Project & Grant Accounting	Standard Master	No data to convert	4,000
Purchasing	Open Purchase Orders	City Staff to key in at Production Cutover	4,500
<b>TOTAL</b>			<b>\$54,400</b>

**On timeline:** The time it takes to get data into Munis so that City Staff can validate is significantly reduced by using imports rather than Conversion Services. This will allow more time for City Staff to complete the appropriate validations. Note that this has no impact on the data elements brought into Munis.

**Implementation Days:** the additional days will be used as follows:

- 11.5 days to help with the work effort for the Implementation to handle imports of data into Munis
- 21.0 days to increase Procure-to-Pay Post Live Support in June & July 2020
- 6.0 days for Phase 1 contingency

Description	\$ Change
Remove: Unused Phase 1 Conversions	(\$54,400)
Add: 38.5 Implementation Days	53,900
<b>TOTAL CONTRACT INCREASE/(DECREASE)</b>	<b>(\$500)</b>

City of Pembroke Pines, FL

Steering Committee Approval Date: 09/24/2019

City Project Manager Signature:






## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. a company authorized to do business in the State of Florida, and Client.

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

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

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Pembroke Pines, Florida, with offices at 601 City Center Way, Pembroke Pines, Florida 33425.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"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, 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 users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that 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.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.



- **"Parties"** means Tyler and the Client collectively.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business 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(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

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

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

3.3 You retain all ownership and intellectual property rights to the Data. 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. 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.

5. 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, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 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.

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

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from

declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide 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.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 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. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 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.

## SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided 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.
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. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
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. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
- 8.2 provide telephone support during our established support hours;
- 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

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

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

## **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.

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

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

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

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

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of



receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 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 have the right to terminate this Agreement for convenience upon thirty (30) days advance written notice.
- 2.6 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during 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 25% 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 15% of the SaaS Fees then due for the remainder of the initial term; and
  - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

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

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

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement,

including with non-licensed third parties, or your willful infringement.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; 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.

2.1 We will indemnify, hold harmless, and defend 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. Tyler expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tyler shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein provided.

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(2), ONE AND ONE HALF (1.5) TIMES THE TOTAL FEES LISTED IN THE INVESTMENT SUMMARY AS OF THE EFFECTIVE DATE; OR (B) DURING ANY RENEWAL TERM, ONE AND ONE HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 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. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies for claims arising out of or relating to this Agreement, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon execution of this Agreement. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the Agreement and are between us and you. Tyler agrees to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to this agreement and are between us and you, except to the extent the damage or injury is caused by you.
- a. Tyler shall not commence work under this Agreement until it has obtained all insurance required under this paragraph.
  - b. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of services under this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A-" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
  - c. Tyler shall provide the CITY with thirty (30) days notice of cancellation or any change in coverage which fails to meet the minimum requirements herein.
  - d. Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Tyler shall timely furnish a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Tyler shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect.
  - e. REQUIRED INSURANCE
    - i. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
      - Each Occurrence Limit - \$1,000,000
      - Fire Damage Limit (Damage to rented premises) - \$100,000
      - Personal & Advertising Injury Limit - \$1,000,000
      - General Aggregate Limit - \$2,000,000
      - Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.

- ii. Worker's Compensation and Employers Liability Insurance shall be in accordance with applicable state and/or federal laws, with limits of liability no less than:
    - Workers' Compensation: Coverage A – Statutory
    - Employers Liability: Coverage B \$500,000 Each Accident
    - \$500,000 Disease – Policy Limit
    - \$500,000 Disease – Each Employee
  - iii. Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
    - Combined Single Limit (Each Accident) - \$1,000,000
    - 1. Any Auto (Symbol 1)
    - 2. Hired Autos (Symbol 8)
    - 3. Non-Owned Autos (Symbol 9)
  - iv. CYBER LIABILITY including Network Security and Privacy Liability; Data Recovery and Loss of Business Income; Privacy Regulatory Defense and Penalties; Crisis Management; Data Extortion, with a limit of liability no less than \$3,000,000 per occurrence and \$3,000,000 aggregate.
  - v. 6.6 CRIME COVERAGE shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000.
- f. REQUIRED ENDORSEMENTS
- i. Additional Insured as indicated above.
  - ii. Waiver of Rights of Subrogation as indicated above.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) calendar 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) calendar 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 shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Tyler is an independent contractor under this Agreement and not the Client's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the state unemployment insurance law. Tyler shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Tyler's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Tyler, which policies of Tyler shall not conflict with applicable law. Tyler agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, and that it has made its own investment in its business. This Agreement shall not be construed as creating any joint employment relationship between Tyler and the Client and the Client will not be liable for any obligation incurred by Tyler, including but not limited to unpaid minimum wages and/or overtime premiums.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) business days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of



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

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

18. Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Tyler shall comply with Florida's Public Records Law. Specifically, if and to the extent Chapter 119 is applicable to Tyler's performance pursuant to this Agreement, Tyler shall:

- a. Keep and maintain public records required by the Client to perform the service;
- b. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Tyler shall destroy all copies of such confidential and exempt records remaining in its possession after Tyler transfers the records in its possession to the Client; and
- d. Upon completion of the Agreement, Tyler shall transfer to the Client, at no cost to the Client, all public records in Tyler's possession. All records stored electronically by Tyler must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
- e. The failure of Tyler to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the Client shall enforce the Default in accordance with the provisions set forth herein.

## **IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC  
RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

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, Venue & Legal Compliance. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Venue for any cause of action arising out of or related to this Agreement shall be in a state or federal court serving Broward County, Florida. Each party shall comply with applicable federal, state, and local laws pertaining to the performance of this Agreement.
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. No Waiver of Sovereign Immunity. Nothing contained herein is intended nor shall be construed to waive the Client's rights and immunities under the common law of §768.28, Florida Statutes, as may be amended from time to time.
24. Headings. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
25. Legal Representation. It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of the PARTIES.
26. Attorney's Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

27. Scrutinized Companies. Tyler certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, Tyler agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, Florida Statutes, the Client may immediately terminate this Agreement for cause, if Tyler, its affiliates, or its subcontractors are found to have submitted a false certification; or if Tyler, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

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

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

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: Andrea Fravert

Name: Andrea Fravert

Title: Director of Legal Affairs

Date: Director of Legal Affairs

Address for Notices:

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

City of Pembroke Pines, FL

By: [Signature]

Name: ANNE GONZALEZ

Title: Asst. City Manager

Date: 4/24/19

Address for Notices:

City of Pembroke Pines  
601 City Center Drive, 4<sup>th</sup> Floor  
Pembroke Pines, FL 33025  
Attn: Charles F. Dodge, City Manager

[Signature]  
APPROVED AS TO LEGAL FORM  
OFFICE OF THE CITY ATTORNEY  
DATED: 4-27-19



## **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.

*Tyler sales quotation follows this page.*

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Quoted By: Phil Sharp  
 Date: 3/25/2019  
 Quote Expiration: 5/31/2019  
 Quote Name: City of Pembroke Pines-ERP-Munis  
 Quote Number: 2018-42074-7  
 Quote Description: Munis and EnerGov SaaS REVISED 3/7/2019

#### Sales Quotation For

City of Pembroke Pines  
 10100 Pines Blvd Fl 5  
 Pembroke Pines, FL 33026-6042  
 Phone +1 (954) 435-6500

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Accounting/GL	3.0	\$152,971.00	0	\$0.00	\$22,400.00
Accounts Payable	3.0	\$42,049.00	0	\$0.00	\$0.00
Bid Management	3.0	\$17,997.00	0	\$0.00	\$0.00
BMI Asset Track Interface	3.0	\$3,314.00	0	\$0.00	\$0.00
BMI CollectIT Interface	3.0	\$3,314.00	0	\$0.00	\$0.00
Budgeting	3.0	\$42,049.00	0	\$0.00	\$0.00
Capital Assets	3.0	\$38,393.00	0	\$0.00	\$5,000.00
Cash Management	3.0	\$27,709.00	0	\$0.00	\$0.00
Contract Management	3.0	\$17,111.00	0	\$0.00	\$6,500.00
Employee Expense Reimbursement	3.0	\$14,397.00	0	\$0.00	\$0.00
Inventory	3.0	\$38,393.00	0	\$0.00	\$8,000.00
Project & Grant Accounting	3.0	\$23,995.00	0	\$0.00	\$11,000.00
Purchasing	3.0	\$67,301.00	0	\$0.00	\$4,500.00
Human Capital Management:					
ExecuTime Advance Scheduling - Up to 2000 Employees	3.0	\$30,865.00	0	\$0.00	\$0.00

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
ExecuTime Advance Scheduling Mobile Access	3.0	\$2,352.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance Import	3.0	\$3,045.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance Mobile Access	3.0	\$3,003.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance - Up to 2500 Employees	3.0	\$39,991.00	0	\$0.00	\$0.00
Human Resources & Talent Management	3.0	\$17,642.00	0	\$0.00	\$0.00
Payroll w/ESS	3.0	\$29,726.00	0	\$0.00	\$27,800.00
Recruiting	3.0	\$5,228.00	0	\$0.00	\$0.00
Risk Management	3.0	\$5,942.00	0	\$0.00	\$0.00
<b>Revenue:</b>					
Accounts Receivable	3.0	\$33,422.00	0	\$0.00	\$0.00
General Billing	3.0	\$15,711.00	0	\$0.00	\$13,800.00
Tyler Cashiering	3.0	\$43,992.00	0	\$0.00	\$0.00
UB Interface	3.0	\$15,711.00	0	\$0.00	\$0.00
Utility Billing CIS	3.0	\$72,272.00	0	\$0.00	\$35,500.00
<b>Productivity:</b>					
Citizen Self Service	3.0	\$33,422.00	0	\$0.00	\$0.00
eProcurement	3.0	\$26,395.00	0	\$0.00	\$0.00
IVR Gateway	3.0	\$13,712.00	0	\$0.00	\$0.00
Munis Analytics & Reporting (SaaS)	3.0	\$27,536.00	0	\$0.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	3.0	\$2,857.00	0	\$0.00	\$0.00
Tyler Content Manager SE	3.0	\$42,849.00	0	\$0.00	\$51,900.00
Tyler Forms Processing	3.0	\$11,540.00	0	\$0.00	\$0.00
<b>Additional:</b>					
Asset Maintenance (50)	3.0	\$79,900.00	0	\$0.00	\$22,500.00
Asset Performance (25)	3.0	\$8,875.00	0	\$0.00	\$0.00
CAFR Statement Builder	3.0	\$19,996.00	0	\$0.00	\$0.00
EnerGovAdv Server Extensions Bundle	3.0	\$8,700.00	0	\$0.00	\$0.00
EnerGov Business Management Suite (20)	3.0	\$43,440.00	0	\$0.00	\$15,275.00
EnerGov Citizen Self Service - Business Management	3.0	\$15,000.00	0	\$0.00	\$0.00



SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
EnerGov Citizen Self Service - Community Development	3.0	\$15,000.00	0	\$0.00	\$0.00
EnerGov Community Development API Toolkit	3.0	\$0.00	0	\$0.00	\$0.00
EnerGov Community Development Suite (50)	3.0	\$112,800.00	0	\$0.00	\$34,075.00
EnerGov e-Reviews	3.0	\$29,000.00	0	\$0.00	\$0.00
EnerGov iG Workforce Apps (15)	3.0	\$0.00	0	\$0.00	\$0.00
EnerGov IVR	3.0	\$19,000.00	0	\$0.00	\$0.00
EnerGov Report Toolkit	3.0	\$5,000.00	0	\$0.00	\$0.00
Tyler 311/Incident Management	3.0	\$26,039.00	0	\$0.00	\$0.00
Tyler GIS - Site License	3.0	\$19,000.00	0	\$0.00	\$0.00
<b>TOTAL:</b>		<b>\$1,367,956.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$258,250.00</b>

#### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Change Management Consulting	1	\$100,000.00	\$0.00	\$100,000.00
Custom Report Writing	120	\$250.00	\$0.00	\$30,000.00
Dedicated Full Time Project Manager (Monthly)	36	\$20,750.00	\$0.00	\$747,000.00
EnerGov Business Management Forms Library (6 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
EnerGov Community Development Forms Library (5 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
EnerGov Consultant	36	\$1,400.00	\$0.00	\$50,400.00
EnerGov Lead	208	\$1,400.00	\$0.00	\$291,200.00
EnerGov Project Manager Services	1	\$27,000.00	\$0.00	\$27,000.00
Enterprise Asset Maintenance Consultant	39	\$1,400.00	\$0.00	\$54,600.00
Enterprise Asset Maintenance Lead	153	\$1,400.00	\$0.00	\$214,200.00
ExecuTime Advanced Scheduling Lead	39	\$1,400.00	\$0.00	\$54,600.00
Financials Lead	192	\$1,400.00	\$0.00	\$268,800.00
Payroll/HCM & Executime Lead	169	\$1,400.00	\$0.00	\$236,600.00
Procure to Pay Lead	135	\$1,400.00	\$0.00	\$189,000.00
TCM SE Auto Indexing and Redaction - Implementation	16	\$175.00	\$0.00	\$2,800.00



### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Content Manager - Standard Edition Consultant	22	\$1,400.00	\$0.00	\$30,800.00
Tyler Forms Library - Business License	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Financial	1	\$3,400.00	\$0.00	\$3,400.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$1,500.00	\$0.00	\$1,500.00
Tyler Forms Library - Personnel Action	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Utility Billing	1	\$6,000.00	\$0.00	\$6,000.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
Utility Billing & Collections Consultant	39	\$1,400.00	\$0.00	\$54,600.00
Utility Billing Lead	169	\$1,400.00	\$0.00	\$236,600.00
VPN Device	2	\$4,000.00	\$500.00	\$7,000.00
Sub-Total:				\$2,640,400.00
<u>Less Discount:</u>				<u>\$1,000.00</u>
<b>TOTAL:</b>				<b>\$2,639,400.00</b>

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETTRACK-ARS for Munis (Incl. Install Fee)	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
3rd Party Hardware Sub-Total:			\$0.00	\$14,630.00			\$0.00
<b>TOTAL:</b>				<b>\$14,630.00</b>			<b>\$0.00</b>

### Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$1,367,956.00
Total Tyler Software	\$0.00	\$0.00

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Services	\$2,897,650.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$14,630.00	\$0.00
<b>Summary Total</b>	<b>\$2,912,280.00</b>	<b>\$1,367,956.00</b>
<b>Estimated Travel Expenses</b>	<b>\$801,790.00</b>	



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Accounting - Budgets up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Accounting Standard COA	\$4,000.00	\$0.00	\$4,000.00
Accounts Payable - Checks up to 5 years	\$3,400.00	\$0.00	\$3,400.00
Accounts Payable - Invoice up to 5 years	\$5,000.00	\$0.00	\$5,000.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Asset Maintenance - Closed Work Order History No Cost Data	\$8,500.00	\$0.00	\$8,500.00
Asset Maintenance - Work Order Asset	\$5,500.00	\$0.00	\$5,500.00
Asset Maintenance - Work Order History With Cost Data	\$8,500.00	\$0.00	\$8,500.00
Capital Assets Std Master	\$5,000.00	\$0.00	\$5,000.00
Contracts	\$6,500.00	\$0.00	\$6,500.00
EnerGov Business Management	\$15,275.00	\$0.00	\$15,275.00
EnerGov Community Development	\$34,075.00	\$0.00	\$34,075.00
General Billing - Bills up to 5 years	\$6,000.00	\$0.00	\$6,000.00
General Billing - Recurring Invoices	\$5,000.00	\$0.00	\$5,000.00
General Billing Std CID	\$2,800.00	\$0.00	\$2,800.00
Inventory - Commodity Codes	\$3,000.00	\$0.00	\$3,000.00
Inventory Std Master	\$5,000.00	\$0.00	\$5,000.00
Payroll - Accrual Balances	\$2,500.00	\$0.00	\$2,500.00
Payroll - Accumulators up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Certifications	\$2,000.00	\$0.00	\$2,000.00
Payroll - Check History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Deductions	\$2,800.00	\$0.00	\$2,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$3,500.00	\$0.00	\$3,500.00
Payroll - Education	\$2,000.00	\$0.00	\$2,000.00
Payroll - PM Action History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Position Control	\$2,000.00	\$0.00	\$2,000.00



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Payroll - Recruiting	\$2,000.00	\$0.00	\$2,000.00
Payroll - Standard	\$3,000.00	\$0.00	\$3,000.00
Payroll - State Retirement Tables	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Actuals up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Project Grant Accounting - Budgets up to 3 years	\$3,500.00	\$0.00	\$3,500.00
Project Grant Accounting Standard	\$4,000.00	\$0.00	\$4,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$4,500.00	\$0.00	\$4,500.00
Tyler Content Manager SE - Accounting - Budgets (total balances only) up to 3yrs	\$1,800.00	\$0.00	\$1,800.00
Tyler Content Manager SE - AP - Checks	\$1,800.00	\$0.00	\$1,800.00
Tyler Content Manager SE - AP Standard Master	\$6,500.00	\$0.00	\$6,500.00
Tyler Content Manager SE - Capital Assets - History	\$1,300.00	\$0.00	\$1,300.00
Tyler Content Manager SE - Capital Assets Standard - Master, GL Accounts, Purchase History	\$2,600.00	\$0.00	\$2,600.00
Tyler Content Manager SE - EnerGov Business Management	\$7,000.00	\$0.00	\$7,000.00
Tyler Content Manager SE - EnerGov Community Development	\$8,000.00	\$0.00	\$8,000.00
Tyler Content Manager SE - General Billing - Bills (Header,Detail), Payment History, Invoices	\$3,000.00	\$0.00	\$3,000.00
Tyler Content Manager SE - General Billing Standard - CID	\$1,300.00	\$0.00	\$1,300.00
Tyler Content Manager SE - Payroll - Certications	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll - Check History	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll - Deductions	\$1,400.00	\$0.00	\$1,400.00
Tyler Content Manager SE - Payroll - PM Action History	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll - Recruiting	\$1,000.00	\$0.00	\$1,000.00
Tyler Content Manager SE - Payroll Standard - Employee, Address	\$7,000.00	\$0.00	\$7,000.00
Tyler Content Manager SE - Purchase Orders - Standard - Open PO's	\$3,600.00	\$0.00	\$3,600.00
Tyler Content Manager SE - Utility Billing - Standard - UB Account, CID's	\$1,300.00	\$0.00	\$1,300.00
Tyler Content Manager SE - Work Order - Work Order Asset	\$1,300.00	\$0.00	\$1,300.00
Utility Billing - Assessments	\$3,000.00	\$0.00	\$3,000.00
Utility Billing - Backflow	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Balance Forward AR	\$8,000.00	\$0.00	\$8,000.00
Utility Billing - Consumption History up to 5 years	\$5,000.00	\$0.00	\$5,000.00

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Service Orders	\$5,000.00	\$0.00	\$5,000.00
Utility Billing - Services	\$4,500.00	\$0.00	\$4,500.00
Utility Billing - Standard	\$5,000.00	\$0.00	\$5,000.00
TOTAL:			\$258,250.00



**Optional SaaS**

Optional SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Performance Based Budgeting	3.0	\$50,990.00	0	\$0.00	\$0.00
Revenue:					
Animal License	3.0	\$17,683.00	0	\$0.00	\$11,800.00
Productivity:					
Transparency Portal	3.0	\$17,000.00	0	\$0.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (Enterprise Edition)	3.0	\$2,857.00	16	\$2,800.00	\$0.00
Tyler Content Manager eCommerce (Enterprise Edition)	3.0	\$4,285.00	24	\$4,200.00	\$0.00
Tyler Content Manager Enterprise Upgrade (Existing CL w/Tyler Content Manager SE)	3.0	\$28,566.00	112	\$19,600.00	\$0.00
Tyler Content Manager Self-Service (Enterprise Edition)	3.0	\$5,713.00	24	\$4,200.00	\$0.00
Tyler Content Manager Web Services Interface Enterprise Edition	3.0	\$2,857.00	24	\$4,200.00	\$0.00
Tyler Content Manager WorkFlow Enterprise Edition	3.0	\$2,285.00	16	\$2,800.00	\$0.00
Tyler Notify	3.0	\$40,000.00	0	\$0.00	\$0.00
Additional:					
Parks and Recreation	3.0	\$51,282.00	0	\$0.00	\$0.00
TOTAL:		\$223,518.00	216	\$37,800.00	\$11,800.00

**Optional Other Services**

Description	Quantity	Unit Price	Discount	Extended Price
Animal License Consultant	7	\$1,400.00	\$0.00	\$9,800.00
Install Fee - Transparency Portal	1	\$4,500.00	\$0.00	\$4,500.00
Parks & Recreation Consultant	13	\$1,400.00	\$0.00	\$18,200.00
Tyler Notify - Implementation	16	\$175.00	\$0.00	\$2,800.00
<b>TOTAL:</b>				<b>\$35,300.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Animal License - Bills	\$6,300.00	\$0.00	\$6,300.00
Animal License Std Master	\$5,500.00	\$0.00	\$5,500.00
<b>TOTAL:</b>			<b>\$11,800.00</b>

**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	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Notify IVR Plan (25,000 Minutes)	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,302.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,500.00</i>		<i>\$0.00</i>	<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$4,802.00</b>			<b>\$0.00</b>

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

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

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

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

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

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

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

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

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.

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

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

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

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

## Comments

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

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

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

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

Tyler Content Manager SE includes up to 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.

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.

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

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

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

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

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

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

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30)

**Comments**

days prior to the end of the then-current term.

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.





## 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. Notwithstanding anything to the contrary in this Agreement, SaaS Fee payment obligations are as follows:

Period	Payment
Year 1 of the Term	\$899,389
Year 2 of the Term	\$1,279,181
Year 3 of the Term	\$1,367,956
Year 4 of the Term (if renewed)	\$1,367,956
Year 5 of the Term (if renewed)	\$1,367,956
Year 6 of the Term (if renewed)	\$1,367,956

2. **Other Tyler Software and Services.**

- 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
- 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.3 ***Consulting Services:*** If 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.
- 2.4 ***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.
- 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the



specifications within thirty (30) calendar 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.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

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

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) calendar days of the invoice date. Nothing in this Agreement shall be construed to require Client to violate the Florida Prompt Payment Act (Part VII, Chapter 218, Florida Statutes). We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

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

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

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

**B. Baggage Fees**

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

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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

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

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

#### 4. Meals and Incidental Expenses

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

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

##### A. Overnight Travel

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

###### Departure Day

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

###### Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

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

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

#### 5. Internet Access – Hotels and Airports

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

#### 6. International Travel

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

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

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

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





## Exhibit C

# 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.

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

### III. Service Availability

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

#### a. Your Responsibilities

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

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

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

#### b. Our Responsibilities

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



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

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

c. Client Relief

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

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

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

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

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

#### IV. **Applicability**

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

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

#### V. **Force Majeure**

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



## **Exhibit C**

### **Schedule 1**

### **Support Call Process**

#### **Support Channels**

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

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

#### *Support Resources*

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

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

#### **Support Availability**

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

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

#### **Issue Handling**

##### *Incident Tracking*

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



### *Incident Priority*

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

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

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- B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
- C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

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**Last Updated: [July 18 2013]**



**Exhibit D**  
**BMI End User License Agreement**

[Remainder of page intentionally left blank.]





## End-User License Agreement (EULA) for AssetTrak ARS Desktop Computer

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**Exhibit E**  
**Statement of Work**

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*Statement of Work follows this page.*

# Statement of Work

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*Tyler Technologies*

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Prepared by:

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Tyler Technologies, Inc.

[www.tylertech.com](http://www.tylertech.com)



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# 1 Executive Summary

The Statement of Work (SOW) documents the Project Scope, milestones, deliverables, high-level project schedule, project resources, methodology, roles and responsibilities, and change control procedures implementation stages, and deliverables for the City of Pembroke Pines project.

## 1.1 Project Background

Currently, the City of Pembroke Pines (City) utilizes roughly 200 end of life/legacy software applications and manual processes to perform core business function including (but not limited to): Utility Billing and Account Management, Fund Accounting, Budgeting, Procurement, Human Resources, Benefits, Risk Management, Payroll, Planning, Permitting, Licensing, Local Business Tax Revenue, Check Reconciliation, Cashiering, Building, Student Information Management, Learning Management, School Lottery and Enrollment, and Work Orders.

The software applications supporting these core business functions are technologically out-of-date and have limitations in their capabilities. Additionally, the lack of integration between the software applications requires duplication of efforts and data across systems, computer tasks and reduced business visibility across each of the city internal business process.

The City intends to move to an integrated, enterprise-wide solution utilizing a robust ERP package that will be used by both the central and operating agencies to perform basic financial and administrative functions.

In preparation for a centralized Enterprise Resource Planning Solution the City completed a ground rebuild its core local area network with fiber optic connectivity to remote sites, VOIP based telephony, fully refreshed and redundant data center with Cisco blade server technology using NetApp high availability storage arrays with disk to disk backup solution for data integrity all supported in VMware virtual host environment. In the next eight months the city will work to complete a deployment to convert from traditional desktops to Virtual desktop delivery using Enterprise Class Citrix NetScaler's for nearly 1,600 desktop computers in a Windows 10 environment. As part of the ERP vision, the City completed a full deployment of Hylands Onbase Electronic Document Management Suite as the organization's core repository for all active and archived documents.

Additionally, the City has active migration to a consolidated Microsoft SQL Server environment for its current business applications to include a standardization SQL application platform; detail documentation of all active databases all of the infrastructure enhancements and data structure improvements are designed to support a streamlined transition to the city's vision for a centralized Enterprise Resource Planning Solution.

The City completed a needs Assessment and the development of both an RFQ and RFP to solicit ERP Proposal submissions for evaluation.

## 1.2 Project Goals

With this RFQ/RFP, the City intends to replace its existing core financial, payroll, human resources, permitting, planning, billing, and collections systems with a proven, commercial-off-the shelf (COTS) ERP Solution. The City's overall goals are to transform its business processes in several areas:

- A. Replace end of life applications
- B. Maximize business process efficiencies
- C. Eliminate manual processes and the need for standalone support systems
- D. Increase integration
- E. Improve reporting capabilities and support for decision-making
- G. Leverage modern technology to:
  - 1) Maximize system availability and promote outstanding customer service
  - 2) Deliver data through multiple devices, thereby optimizing the end user experience
  - 3) Lower Total Cost of Ownership
- H. Establish a value-added partnership and culture, which will continue to deliver ERP value to the City
- I. Ensure City business processes conform to Industry Best Practices

The City's goal is to take advantage of a modern ERP Solution that is designed around best practices, which will allow the City to streamline and improve processes, resulting in timely, accurate and easy-to-access information.

## 1.3 High Level Project Timeline

The high-level project timeline establishes a start and end date for each Phase of the Project. The timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. Tyler will develop a project plan consistent with the timeline identified below. The details for each functional area covered within the phases are outlined in Section 3.2 Project Phases.

Phase	Functional Area	Start Date	Go-Live Date
1	Financials	May 2019	May 2020
2	Collections & Utility Billing	Aug 2019	Aug 2020



Phase	Functional Area	Start Date	Go-Live Date
3	Human Capital Management & Payroll	May 2020	Apr 2021
4	EnerGov	May 2020	May 2021
5	Asset Management	Feb 2021	Jan 2022
6	TCM SE - Conversion	Oct 2021	May 2022
Cross	Productivity	As needed with each phase	As needed with each phase

## 2 Project Governance

As projects progress, they require a linkage mechanism that ensures alignment between business strategy and direction, and the path to needed outcomes over the life of the project. In other words, this mechanism must help the project sustain its potential to deliver its promised value. Moreover, other mechanisms must provide oversight and control during project execution. They must help stakeholders assess the project's current state and adjust content and direction if necessary.

To achieve the necessary linkage, oversight, and control, projects must institute effective governance, which for project management is defined as follows:

Governance, for a project, is a combination of individuals filling executive and management roles, project oversight functions, and policies that define management principles and decision making.

This combination is focused upon providing direction and oversight, which guide the achievement of the needed business outcome from the execution of the project effort, and providing data and feedback, which measure the ongoing contribution by the project to needed results within the overall business strategy and direction.

### 2.1 City Governance Structure

SPACE FOR CITY GOVERNANCE MODEL

### 2.1.1 City Roles & Responsibilities

Below is a description of the roles and responsibilities of each member of City Project structure with a level of commitment for overall work for the City's Project.

#### 2.1.1.1 Executive Sponsor

The City's Executive Sponsor provides support to the Project by authorizing the project, allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The Executive Sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The Executive Sponsor empowers the City Steering Committee, City Project Manager, and City Functional Leads to make critical business decisions for the City.

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the City Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Management Communications

Resource	Title	Expected Commitment	Key Personnel

#### 2.1.1.2 Steering Committee

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

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team

- Assists with communicating key Project messages throughout the organization
- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Authority Policies

Resources	Titles	Expected Commitment	Key Personnel

### 2.1.1.3 City Project Manager

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

The City will assign the Project Manager prior to the start of the Project with overall responsibility and authority to make decisions related to the Project Scope, scheduling, and task assignment, and to communicate decisions and commitments to the Tyler Project Manager in a timely and efficient manner. When the City Project Manager does not have the knowledge or authority to make decisions, he or she will engage the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

#### Contract Management

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



- Signs off on contract milestone acknowledgment documents
- Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance

#### Planning

- Reviews, acknowledges, and maintains Management Plans
- Defines Project tasks and resource requirements for Authority Project team
- Collaborates in the development of and approval of the Project Plan and Project schedule
- Collaborates with Tyler Project Manager to plan and schedule Project timelines

#### Implementation Management

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

#### Team Management

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

Resource	Title	Expected Commitment	Key Personnel
	Project Manager	100%	Yes

#### 2.1.1.4 City Change Management Lead

Work with Tyler Change Management Lead to develop, maintain, and execute a Change Management Plan

Validate that users receive timely and thorough communication regarding process changes

Provide coaching to Department Change Management Leads and Supervisors to prepare them to support users through Project changes

Identify the impact areas resulting from Project activities and develop a plan to address them proactively

Identify areas of resistance and develop a plan to reinforce the change

Monitor post-production performance and new process adherence

Work with City Leadership to prepare and support users during version upgrades

#### 2.1.1.5 City Functional Leads

Communicate their journey as customers to Tyler

Empowered to make business process change decisions under time sensitive conditions

Communicate existing business processes and procedures to Tyler consultants

Attend current/future state analysis sessions and contribute business process expertise

Identify and include additional subject matter experts to participate in current/future state analysis sessions

Assist in identifying business process changes that may require escalation

Provide business process change support during Power User and End User training

Complete performance tracking review with City project team on End User competency on trained topics

Provide Power and End Users with dedicated time to complete required homework tasks

Act as ambassadors/champions of change for the new process

Identify and communicate any additional training needs or scheduling conflicts to City Project Manager

Prepare Form Kits and validate Forms design

#### 2.1.1.6 City Power Users

Communicate their journey as customers to Tyler

Participate in project activities as required by the City Project Manager

Provide subject matter expertise on City business processes and requirements

Act as subject matter experts and attend current/future state and process validation sessions as needed

Attend all scheduled training sessions

Participate in all required post-training processes as needed throughout project

Participate in conversion Validation

Test all Application configuration to ensure it satisfies business process requirements



- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all tasks by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

#### 2.1.1.7 City Department Heads

- Communicate their journey as customers to Tyler
- Select End User Representatives for Customer Journey Interviews
- Participate in project activities as required by the City Project Manager
- Provide Power and End Users with dedicated time to complete required homework tasks
- Act as ambassadors/champions of change for the new process
- Identify and communicate any additional training needs or scheduling conflicts to City Project Manager
- Adopt and support changed procedures

#### 2.1.1.8 City End User Representatives

- Communicate the end user journey as customers to Tyler
- Solicit information from other end users to develop representational information
- Provide feedback to end users on customer journey interview process

#### 2.1.1.9 City End Users

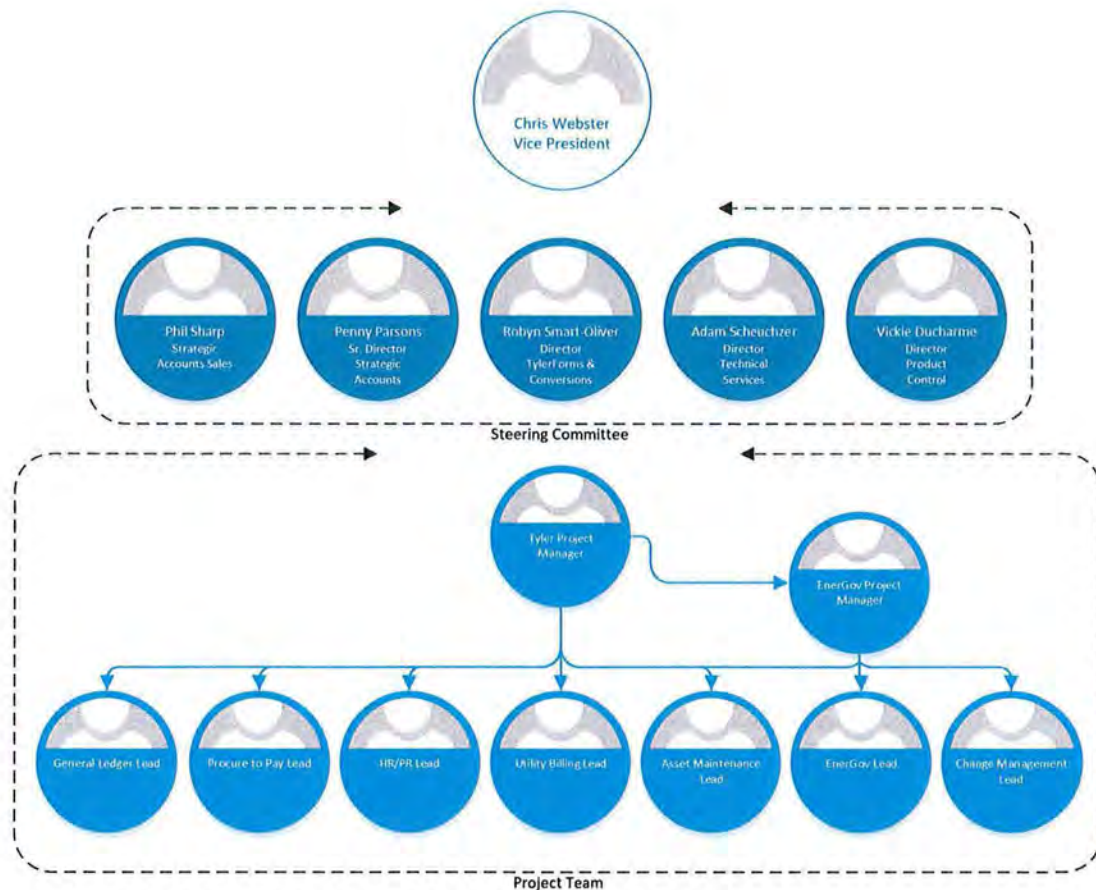
- Communicate their journey as customers to End User Representatives
- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

#### 2.1.1.10 City Technical Support

- Coordinate and perform updates and releases with Tyler, as needed
- Coordinate and perform the copying of source databases to training/testing databases, as needed, for training days
- Extract and transmit conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinate and add new printers and other Peripherals, as needed
- Validate all users understand log-on process and have necessary permission for all training sessions
- Coordinate Interface development for City 3rd party Data Exchanges
- Develop or assist in creating Reports, as needed
- Ensure onsite system hardware meets specifications provided by Tyler
- Assist with software deployment as needed

Run Munis Internet Update (MIU) as instructed during implementation and as needed following Project Closure

## 2.2 Tyler Governance Structure



### 2.2.1 Tyler Roles & Responsibilities

#### 2.2.1.1 Tyler Executive Oversight

Tyler's Vice President of Implementation has indirect involvement with the Project and is part of Tyler escalation process. This team member offers additional support to the Project team and is able to work with other Tyler department managers to escalate and facilitate implementation Project tasks and decisions. Tyler Project Manager or Regional Manager will apprise the Vice President of Services of known issues that may require assistance or impede Project performance. The communication path for issue escalation at this level is typically with the Steering Committee.



Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Chris Webster	Vice President	As Needed	As Needed	No

### 2.2.1.2 Tyler Steering Committee

Tyler Steering Committee has indirect involvement with the Project and is part of Tyler escalation process. Tyler Project Manager will consult the Tyler Steering Committee, either individually or as a group, with issues and decisions regarding the Project. These team members offer additional support to the Project team and are able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks, issues, and decisions. The communication path for issue escalation at this level is typically with the Tyler Project Manager.

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Penny Parsons	Sr. Director, Strategic Accounts	As Needed	As Needed	No
Phil Sharp	Sales, Manager Strategic Accounts	As Needed	As Needed	No
Robyn Smart Oliver	Director, TylerForms & Conversions	As Needed	As Needed	No
Adam Scheuchzer	Director, Technical Services	As Needed	As Needed	No
Vickie Ducharme	Director, Product Control	As Needed	As Needed	No

### 2.2.1.3 Tyler Project Manager

The Dedicated Tyler Project Manager has direct involvement with the Project and coordinates Tyler Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the City. The Tyler Project Manager is in regular communication with the City's Project Manager and provides regularly planned communication with other City and Tyler governance members.

- Contract Management
  - Validates contract compliance throughout the Project

- Ensures Deliverables meet requirements
- Acts as primary point of contact for all contract and invoicing questions
- Prepares and presents contract milestone sign-offs for acceptance by City Project Manager
- Prepares and presents deliverable and control point acceptance sign-offs for acceptance by City Project Manager
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Develops and delivers Project Charter (DED-01)
  - Develops and delivers an Evolution Plan (DED-02)
  - Develops, updates, and delivers Management Plans (DED-03)
  - Defines Project tasks and resource requirements
  - Develops, in collaboration with City and Tyler Functional Leads, and delivers initial and full-scale Project plan (DED-05) and schedule to achieve on-time implementation
  - Develops and delivers detailed Implementation Plan (DED-10)
  - Develops, in collaboration with City and Tyler Functional Leads, and delivers detailed Production Cutover Plan (DED-16)
- Risk Management
  - Monitors and maintains risk register with City Project Manager
  - Proactively notifies City as risks change or begin to develop
  - Provides guidance to City on methods for handling risks
- Project Reporting
  - Provides weekly status report
  - Conducts weekly project status meeting
  - Provides regular project budget and reconciliation reporting
  - Maintains, monitors and reports on project issues list
  - Develops, in collaboration with Tyler Change Management Lead and Tyler Functional Leads, and delivers a Readiness Assessment Report (DED-15)
  - Develops, in collaboration with Tyler Functional Leads, and delivers a Post Cutover Efficiency Evaluation Report (DED-17)

- Develops, in collaboration with Tyler Change Management Lead and Tyler Functional Leads, and delivers an Evolution Assessment Report (DED-19)
- Develops and delivers a comprehensive Project Reconciliation Report (DED-20) as part of project closure
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is in balance with Scope/budget
  - Establishes issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates any items that may negatively impact the outcomes of the Project
  - Collaborates with the City's Project Manager to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - Sets a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status and health of the Project
- Team Management
  - Acts as liaison between the project team and all Tyler Departments and managers
  - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
  - Provides direction and support to Project team
  - Builds partnerships among the various stakeholders
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
  - Assesses team performance and adjusts as necessary
  - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

Resource	Title	Expected Commitment	On-Site Commitment	Duration	Key Personnel
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	Project Manager	100%	2 – 3 weekly visits per month, as needed	36 months	Yes
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Expected Commitment is defined as total time committed to this project annually, including travel time. Tyler Project Manager is entitled to the following, which is included in the 100%:

- 25 days of vacation time
- 5 days of sick time
- 13 days of holiday time
- 5 days of internal Tyler professional development
  - Annual Project Manager's Meeting
  - Implementation Meeting

#### 2.2.1.4 Change Management Lead

The Tyler Change Management Lead has direct 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 team members, as needed, in order to escalate and facilitate implementation Project activities and decisions.

- Collaborates with the City to establish a Change Management Plan (subset of DED-03) and related Communication strategies
- Performs an Organizational Change Assessment (DED-04) and provides detailed results
- Provides training on Change Management coaching concepts and methodologies
- Customizes and oversees a fully integrated Change Management and Implementation approach
- Develops the Change Impact Report (DED-07) with Tyler Functional Leads to highlight significant areas of change impact
- Develops the Process Change Management Plan (subset of DED-10)
- Collaborates with Tyler Project Manager and Tyler Functional Leads to produce a Readiness Assessment Report (DED-15)
- Contribute to development of Post Cutover Efficiency Evaluation Report (DED-17)
- Provides and reviews Change Management tools and guides the City on Change Management activities
- Collects pertinent information from Tyler Functional Leads on process changes that will impact the organization and individuals
- Conducts conference calls to review progress during the project
- Develops Change Management deliverables
- Documents activities for onsite services performed by Tyler
- Follows up on issues identified during sessions

Keeps Tyler Project Manager(s) proactively apprised of all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project

Resource	Title	Expected Commitment	Estimated Onsite Days per Month	Duration	Key Personnel
	Change Management Lead	15%	Varies	33 months	No

### 2.2.1.5 Tyler Functional Leads

Tyler Functional Leads have direct involvement with the Project and are part of the Tyler escalation process. These team members offer additional support to the Project team and collaborate with other Tyler team members, as needed, in order to escalate and facilitate implementation Project activities and decisions. Tyler Functional Leads have been allocated for the following applications: Financials (General Ledger, Budget, Project & Grant Accounting, Capital Assets, Inventory, Quatred Interfaces, CAFR Statement Builder, AR, General Billing), Procure to Pay (Bid Management, Contract Management, Purchasing, eProcurement, Accounts Payable, Employee Expense Reimbursement), Payroll (Payroll, Employee Self Service, ExecuTime Time & Attendance), Human Capital Management (Human Resources, Talent Management, Recruiting, Risk Management), Revenue (Business License, Citizen Self Service, Tyler Cashiering). These subject matter experts will be responsible for:

- Lead Customer Journey interviews
- Perform all Current and Future State Analysis Discovery Sessions
- Lead City Functional Leads and Subject Matter Experts through business process redesign
- Develop System Design Test Scripts to guide testing of new business processes
- Modify System Design based on City decisions and documenting
- Develop the Change Impact Report (DED-07) with Tyler Change Management Lead to highlight significant areas of change impact
- Develop the System Design Document (DED-08) for each functional area
- Develop the Business Process Improvement Report (DED-09) to document the major improvements captured through business process redesign
- Develop End User Guides (DED-12)
- Guide the development of User Acceptance Test Plan (DED-13)
- Develop and maintain a Requirements Traceability Matrix (DED-14)
- Collaborate with Tyler Project Manager and Tyler Change Management Lead to produce a Readiness Assessment Report (DED-15)
- Provide detailed input during the creation of the Production Cutover Plan (DED-16)
- Provide high-level product expertise and creative solutions to meet City functional requirements
- Conduct conversion and forms analysis or assign to Implementation Consultant, as applicable
- Conduct Parallel/Trial Run Testing, or assign to Implementation Consultant, as applicable



Conduct training per the Education Management Plan (subset of DED-03)  
 Test functionality with City  
 Perform problem solving  
 Follow up on issues, including those identified during the City's User Acceptance Testing  
 Perform assessments of City's Post Cutover activities and identify areas of potential improvement  
 Contribute to development of Post Cutover Efficiency Evaluation Report (DED-17)  
 Complete weekly site reports detailing activities for each implementation day  
 Keep project manager apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or adversely impacting the success of the project  
 Guide Tyler Implementation Consultants in performing assigned tasks, as applicable

Resource	Title	Expected Commitment	Estimated Onsite Days per Month	Duration	Key Personnel
	General Ledger Lead	100%	9	14 months	Yes
	Procure to Pay Lead	100%	9	10 months	Yes
	Utility Billing Lead	100%	9	13 months	Yes
	HR/Payroll & ExecuTime Lead	100%	9	12 months	Yes
	Advanced Scheduling Lead	Part Time	5	1 month	No
	EnerGov Lead	100%	9	16 months	Yes
	Asset Management Lead	100%	9	11 months	Yes

#### 2.2.1.6 Tyler Implementation Consultants

Tyler Implementation Consultants have direct involvement with the Project and offer additional support to the Project team, collaborate with other Tyler team members, as needed, in order to complete all project tasks and ensure thorough knowledge transfer to City users.

Conduct conversion and forms analysis  
 Conduct training as per the Education Management Plan  
 Test functionality with City  
 Perform problem solving and troubleshooting  
 Follow up on issues  
 Participate in the resolution of issues identified during User Acceptance Testing

- Conduct Parallel/Trial Run Testing
- Complete weekly site reports detailing activities for each implementation day
- Keep Tyler Functional Leads and Project Manager apprised of issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or adversely impacting the success of the project

#### 2.2.1.7 Tyler Conversion Programmers

Tyler Conversions Programmers are remote resources that have indirect involvement with the project and with coordination and direction from the Tyler Conversion Leads, Tyler Project Manager, Tyler Functional Leads, and Implementation Consultants, create and maintain project-specific conversion programs to migrate legacy system data into the required tables for the Tyler system. Approximately 3-4 programmers will provide the following services for the project:

- Develop customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping
- Provide custom conversion packages to be loaded into the Tyler system via the Managed Internet Update (MIU) utility
- Provide error reports on unsupported data conditions and the merging or normalization of data fields
- Perform modifications and correction to customized conversion programs as data anomalies and exception conditions are discovered

#### 2.2.1.8 Tyler Forms Designers

Tyler Conversions Programmers are remote resources that have indirect involvement with the project and with coordination from the Tyler Project Manager, Tyler Functional Leads, Implementation Consultants, and City project resources, develop customer-facing and employee-facing output such as checks, invoices, and W2s. Approximately 2-3 Tyler Forms Designers will provide the following services for the project:

- Provide specifications, or Forms Kits, for all forms in scope
- Review requirements for equipment and supplies
- Develop and provide form mock-up designs
- Conduct review of City's mock-up designs
- Develop final form designs
- Test forms and modifying, as appropriate, based on test results
- Work with City and Tyler project team members to address issues resulting from functional testing
- Configure and install forms software
- Install approved forms



### 2.2.1.9 Tyler Developers

Tyler Developers are remote resources that have indirect involvement with the project and with coordination from the Tyler Project Manager, Tyler Functional Leads, Implementation Consultants, and City project resources, develop reporting components using allocating report development hours. Approximately 1-2 Tyler Developers will provide the following twenty (20) hours of custom report writing services for the project:

- Gather requirements for report components
- Create and deliver functional specifications for the requested reports
- Create reports per approved specifications
- Perform internal quality assurance
- Demonstrate reports to City
- Provide custom development packages to be loaded into the Tyler system via the Managed Internet Update (MIU) utility, as applicable
- Perform and provide any necessary modification defect corrections

## 2.3 Project Governance Tools

### 2.3.1 Project Charter

The City and Tyler will create the Project Charter (DED-01) to formally outline the purpose of the project and establish authority for moving forward with subsequent project activities. This will be the first official action of the City/Tyler Project Team and will also serve to document buy-in from all key participants.

#### 2.3.1.1 Project Charter Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	<ul style="list-style-type: none"><li>Review Project Charter</li><li>Authorize Project</li></ul>	<ul style="list-style-type: none"><li>Review Project Charter</li><li>Authorize Tyler Resources</li></ul>
Steering Committee	<ul style="list-style-type: none"><li>Review Project Charter</li><li>Sign Project Charter</li></ul>	<ul style="list-style-type: none"><li>Review Project Charter</li></ul>
Project Manager	<ul style="list-style-type: none"><li>Work with Tyler Project Manager to develop Project Charter</li><li>Review Project Charter</li><li>Sign Project Charter</li></ul>	<ul style="list-style-type: none"><li>Lead development of Project Charter</li><li>Incorporate City feedback in development of Project Charter</li><li>Review Project Charter</li><li>Sign Project Charter</li><li>Deliver Project Charter (DED-01)</li><li>Initiate workflow acceptance for DED-01</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>Review Project Charter</li><li>Sign Project Charter</li></ul>	<ul style="list-style-type: none"><li>Review Project Charter</li></ul>



### 2.3.1.2 Project Charter Requirements & Notes

The Project Charter is considered a Tyler deliverable and as such, is detailed further in Appendix 1.

### 2.3.2 Management Plan

The City and Tyler will develop a Management Plan (DED-03) during the initial planning meetings at the onset of the Project. This Management Plan will govern what techniques and procedures will be used to manage the varied conditions and events that will occur throughout the Project life cycle as part of controlling key elements such as scope, cost, time, and quality. In addition, the Management Plan will serve as a communication tool that guides City and Tyler Project Teams on specific Project objectives, management involvement, resolution paths, and action paths for the following Plan subsets:

- Scope Management Plan
- Schedule Management Plan
- Risk Management Plan
- Financial Management Plan
- Communication Management Plan
- Issue Management Plan
- Release & Code Management Plan
- Quality Management Plan
- Education & Training Management Plan
- Resource Management Plan
- Integration Management Plan
- Requirements Management Plan
- Change Control Management Plan
- Change Management Plan

#### 2.3.2.1 Management Plan Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"><li>Review adopted Management Plan</li></ul>	<ul style="list-style-type: none"><li>Review adopted Management Plan</li></ul>
Project Manager	<ul style="list-style-type: none"><li>Review baseline version of Management Plan</li><li>Collaborate with Tyler Project Manager on Management Plan changes to baseline version</li><li>Accept Management Plan (DED-03)</li><li>Collaborate with Tyler Project Manager on Management Plan changes following</li></ul>	<ul style="list-style-type: none"><li>Lead development of Management Plan</li><li>Deliver baseline version of Management Plan</li><li>Collaborate with City Project Manager on Management Plan changes to baseline version</li><li>Deliver Management Plan (DED-03)</li><li>Collaborate with City Project Manager on</li></ul>

	change control, as needed	Management Plan changes following change control, as needed <ul style="list-style-type: none"> <li>Initiate Workflow acceptance for DED-03</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review baseline Management Plan</li> <li>Provide feedback during development of Management Plan</li> <li>Review adopted Management Plan</li> </ul>	<ul style="list-style-type: none"> <li>Review baseline Management Plan</li> <li>Provide feedback during development of Management Plan</li> <li>Review adopted Management Plan</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review adopted Management Plan</li> </ul>	<ul style="list-style-type: none"> <li>Review adopted Management Plan</li> </ul>

### 2.3.2.2 Management Plan Requirements & Notes

The Management Plan is considered a Tyler deliverable and as such, is detailed further in Appendix 1.

## 2.3.3 Project Plan

Tyler will create the baseline Project Plan (DED-05), in collaboration with City Project Manager, using Microsoft Project 2016 Professional for the first phase within 60 calendar days from the first project planning session. The Project Plan will be stored on the Project SharePoint site. Upon completion and acceptance of the first phase Project Plan, Tyler and City will begin work on the Project Plan for subsequent phases. The Project Plan for each respective subsequent phase shall be completed at least ninety (90) calendar days prior to the start of any subsequent phase activities. Once the Project Plan is approved by City, Tyler's project manager will edit and update as necessary as part of regularly scheduled project management meetings with City's Project Manager.

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

### 2.3.3.1 Project Plan Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Review Gantt Chart &amp; Project Schedule</li> </ul>	<ul style="list-style-type: none"> <li>Review Gantt Chart &amp; Project Schedule for compliance with SOW</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Work with Tyler Project Manager to develop Project Plan</li> <li>Provide regular and timely updates to Tyler Project Manager on</li> </ul>	<ul style="list-style-type: none"> <li>Lead development of Project Plan &amp; Schedule</li> <li>Incorporate City feedback in development of Plan and Schedule</li> </ul>



	status of City assignments <ul style="list-style-type: none"> <li>• Provide guidance to Tyler Project Manager as to correct City resource assignments</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain the Project Plan on a weekly basis</li> <li>• Identify and assign appropriate resources to tasks</li> <li>•</li> <li>• Initiate Workflow acceptance for DED-05</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Identify applicable sessions and deadlines on the Project Plan and schedule accordingly</li> <li>• Communicate schedule conflicts, blackout dates to City Project Manager</li> <li>• Identify back-up personnel for absences</li> </ul>	<ul style="list-style-type: none"> <li>• Identify applicable sessions and deadlines on the Project Plan and schedule accordingly</li> <li>• Communicate schedule conflicts, travel requirements to Tyler Project Manager</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Identify applicable sessions and deadlines on the Project Plan and schedule accordingly</li> <li>• Communicate schedule conflicts, blackout dates to City Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Identify applicable sessions and deadlines on the Project Plan and schedule accordingly</li> <li>• Communicate schedule conflicts, travel requirements to Tyler Project Manager</li> </ul>

### 2.3.3.2 Project Plan Requirements & Notes

The Project Plan is considered a Tyler deliverable and as such, is detailed further in Appendix 1.

### 2.3.4 Project Status Reports

The Tyler Project Manager will prepare project status reports weekly throughout the project. Project Status reports are intended for the City Steering Committee, City Project Manager, City Functional Leads, Tyler Steering Committee, and Tyler Functional Leads and provide the following key elements:

Project Status

Summary of accomplishments

List of tasks scheduled to be completed but have not been completed with an explanation of why and what corrective actions are being made will be made

Status of key milestones and deliverables

Upcoming tasks and schedule

Key Issues/Risks (including issues/risk that may impact project goals)

Planned risk mitigation strategy

Summary of change requests

Detailed breakdown of hours expended by all billable Tyler staff

### 2.3.4.1 Project Status Reports Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Review Status Reports</li> <li>Act on issues that require resolution at management level</li> <li>Escalate unresolved issues to City Project Sponsor</li> </ul>	<ul style="list-style-type: none"> <li>Review Status Reports</li> <li>Act on issues that require resolution at management level</li> <li>Escalate unresolved issues to Tyler Executive Oversight</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Provide any necessary updates for status reports</li> <li>Participate in weekly status meetings</li> <li>Review status reports</li> <li>Escalate issues to Steering Committee that require resolution assistance</li> </ul>	<ul style="list-style-type: none"> <li>Prepare weekly Status Reports</li> <li>Post Status Reports to Project SharePoint Site</li> <li>Facilitate weekly status meeting</li> <li>Escalate issues to Steering Committee that require resolution assistance</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Provide task status updates to City Project Manager</li> <li>Report issues and issue status updates to City Project Manager</li> <li>Review Project Status Report</li> <li>Attend Status Meeting, as requested</li> </ul>	<ul style="list-style-type: none"> <li>Provide task status updates to City Project Manager</li> <li>Report issues and issue status updates to City Project Manager</li> <li>Review Project Status Report</li> <li>Attend Status Meeting, as requested</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Provide task status updates to City Project Manager</li> <li>Report issues and issue status updates to City Project Manager</li> <li>Review Project Status Report</li> <li>Attend Status Meeting, as requested</li> </ul>	<ul style="list-style-type: none"> <li>Provide task status updates to City Project Manager</li> <li>Report issues and issue status updates to City Project Manager</li> <li>Review Project Status Report</li> <li>Attend Status Meeting, as requested</li> </ul>

### 2.3.4.2 Project Status Reports Requirements and Notes

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

The City will cooperate and provide timely information for inclusion on the status report  
Tyler will submit one status report that identifies issues related to the entire project



The Status report will be delivered at least two (2) business days prior to any scheduled Status Meeting

### 2.3.5 Steering Committee Meetings

The Communications Plan developed at the beginning of the project (as part of the overall Management plan) will identify a meeting schedule for the Steering Committee. It is expected that the Steering Committee will meet monthly and City Project Manager, will prepare the Steering Committee Agenda prior to all scheduled Steering Committee Meetings. The Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, the Tyler Sr. Director or Vice President of Implementation may participate in the Steering Committee meeting either in person or by phone.

#### 2.3.5.1 Steering Committee Meetings Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"><li>• Participate in meetings at least once a month</li></ul>	<ul style="list-style-type: none"><li>• Participate in Steering Committee Meetings as needed</li></ul>
Project Manager	<ul style="list-style-type: none"><li>• Develop agenda for Steering Committee Meetings</li></ul>	<ul style="list-style-type: none"><li>• Provide input for Steering Committee agendas</li><li>• Participate in Steering Committee Meetings</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Provide functional expertise to support decision-making during meetings, as needed</li></ul>	<ul style="list-style-type: none"><li>• Provide functional expertise to support decision-making during meetings, as needed</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Provide functional expertise to support decision-making during meetings, as needed</li></ul>	<ul style="list-style-type: none"><li>• Provide functional expertise to support decision-making during meetings, as needed</li></ul>

#### 2.3.5.2 Steering Committee Meetings Requirements and Notes

City may cancel Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting  
Upon submission of the agenda by the City Project Manager, Tyler shall review and provide comments or questions on the agenda within two (2) business days  
City shall make any required revisions promptly to allow for appropriate meeting preparation

### 2.3.6 Project SharePoint Site

Tyler will provide and host a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the Project Plan, Project Schedule, all Tyler project



Deliverables and supplemental documents, any relevant City project documents, all sign offs, Contract documents, change orders, or other documents that will be shared with the project team.

### 2.3.6.1 Project SharePoint Site Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Review SharePoint Site as necessary</li> </ul>	<ul style="list-style-type: none"> <li>Review SharePoint Site as necessary</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Manage City information on SharePoint Site</li> <li>Utilize SharePoint site for sign-off and milestone approvals</li> <li>Ensure City Project Team members are utilizing site fully</li> </ul>	<ul style="list-style-type: none"> <li>Manage overall SharePoint Site</li> <li>Keep Site up to date and well organized</li> <li>Ensure sign-off and milestone tracking is in compliance with contract</li> <li>Ensure Project Schedule is accurate and accessible to project members</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Utilize SharePoint for project documents (both posting and downloading)</li> </ul>	<ul style="list-style-type: none"> <li>Utilize SharePoint for project documents (both posting and downloading)</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review SharePoint as necessary</li> </ul>	<ul style="list-style-type: none"> <li>Utilize SharePoint for project documents (both posting and downloading)</li> </ul>

### 2.3.6.2 Project SharePoint Site Requirements and Notes

As part of the Project Planning sessions, the Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use. Tyler will be responsible for providing access and logon credentials to City staff that will need access to the SharePoint site.

Tyler performs a daily routine backup for all City SharePoint sites using industry standard backup techniques and processes.

City site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services.

Tyler does not provide SharePoint consulting services to restore backup files in client-hosted SharePoint environments.

### 2.3.7 Issues Log and Issues Tracking

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

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

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

City and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. City and Tyler Project Managers will collaboratively review assigned priorities and owners and validate that the correct priority and owner has been assigned to each issue. During the critical phases of the project, the City and Tyler Project Managers will review the issues log on a daily basis.

### 2.3.7.1 Issues Log and Issues Tracking Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>• Serve as a point of escalation</li> </ul>	<ul style="list-style-type: none"> <li>• Serve as a point of escalation</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Document and review issues for priority and assignment</li> <li>• Escalate issues, as needed</li> <li>• Resolve issues</li> </ul>	<ul style="list-style-type: none"> <li>• Document and review issues for priority and assignment</li> <li>• Escalate issues in a timely manner to ensure time-sensitive resolution, as needed</li> <li>• Resolve issues</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Document issues</li> <li>• Assign priority and owner</li> <li>• Resolve issues</li> </ul>	<ul style="list-style-type: none"> <li>• Document issues</li> <li>• Assign priority and owner</li> <li>• Resolve issues</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Document issues</li> <li>• Assign priority and owner</li> <li>• Resolve issues</li> </ul>	<ul style="list-style-type: none"> <li>• Document issues</li> <li>• Assign priority and owner</li> <li>• Resolve issues</li> </ul>



### 2.3.7.2 Issues Log and Issues Tracking Requirements & Notes

At any time during the project, if City is not satisfied with the level of response from the Tyler Project Manager or Tyler Steering Committee, City will reserve the right to escalate the issue to the Tyler Executive Oversight representative.

Tyler's Executive Oversight representative will have responsibility for overall project delivery.

### 2.3.8 Implementation Deliverable & Control Point Acceptance

Throughout the Project, there are defined Deliverables and Control Points that require formal review and acceptance by the City. When the Deliverables are complete, or Control Points are met, the Tyler Project Manager will notify the City Project Manager and provide the appropriate documents for review.

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

City will have five (5) business days from the date of delivery, or as otherwise mutually agreed to by the parties in writing, to sign-off on each Deliverable or Control Point. If the City does not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

If the City does not agree that the particular Deliverable or Control Point has been met, City will notify Tyler, in writing, with its reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.

Tyler will correct any deficiencies and redeliver the Deliverable or Control Point.

City will then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the milestone.

If the City does not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

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

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

#### 2.3.8.1 Implementation Deliverable & Control Point Acceptance Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"><li>Review any Control Point or Deliverable issues escalated by the City Project Manager</li></ul>	<ul style="list-style-type: none"><li>Review any Control Point or Deliverable issues escalated by the City Project Manager</li></ul>

		<ul style="list-style-type: none"> <li>Assist in any escalated issues related to acceptance</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Review and accept or reject Deliverable and/or Control Point</li> <li>Provide detailed feedback on any rejections</li> </ul>	<ul style="list-style-type: none"> <li>Submit Deliverable and Control Point documents for acceptance</li> <li>Take corrective action on any rejections</li> <li>Escalate issues that require Steering Committee assistance</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review incremental materials that are part of Control Point and Deliverables prior to submission</li> </ul>	<ul style="list-style-type: none"> <li>Review incremental materials that are part of Control Point and Deliverables prior to submission</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review incremental materials that are part of Control Point and Deliverables prior to submission</li> </ul>	<ul style="list-style-type: none"> <li>Review incremental materials that are part of Control Point and Deliverables prior to submission</li> </ul>

### 2.3.8.2 Implementation Deliverable & Control Point Acceptance Requirements & Notes

All review periods for Deliverables and Control Points will be tracked in the Project Plan  
The City Project Manager will have decision authority to approve or reject all project Deliverables and Control Points  
Both Tyler and City Project Managers are required to sign off on the Control Point acceptance

## 2.3.9 Site Reports

Each Tyler resource that is on-site for project activities with the City will provide a site-report and post it to the respective Document Library on the Tyler SharePoint site. All site reports will contain meeting notes, and newly discovered or updated issues, documentation of any decisions during the visit, and task assignments, if any. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding them to the Issues Log or Risk Register.

### 2.3.9.1 Site Reports Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Review Site Reports</li> <li>Validate City task assignments are on target</li> </ul>	<ul style="list-style-type: none"> <li>Review Site Reports</li> <li>Ensure Site Reports meet quality standards</li> <li>Add Issues and/or Risks to appropriate list</li> </ul>



Functional Leads	<ul style="list-style-type: none"> <li>• Review Site Reports</li> <li>• Validate City task assignments are on target</li> <li>• Perform assigned tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Write Site Reports</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Review Site Reports</li> <li>• Perform assigned tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Write Site Reports</li> </ul>

### 2.3.9.2 Site Reports Requirements & Notes

All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for City review.

The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.

Site reports will be reviewed by the City Project Manager weekly for accuracy prior to acceptance of each phase.

Completion of site reports will be part of acceptance criteria for each phase.

Tyler will develop and maintain a tracking mechanism that shows what Site Reports have been submitted by resource by date.

## 3 Implementation

### 3.1 Project Scope

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

### 3.2 Project Phases

The following functional areas and applications related to the functional areas have been divided into six (5) major phases. Each phase will include all requirements as indicated in Exhibit F - Functional Requirements. Tyler Content Manager SE – Conversions will take place in the sixth Phase, which is considered a minor phase and will not follow the methodology of major phases or include the deliverables that are part of major phases.

Phase	Functional Area	Applications	Start Date	Production Cutover	Post Live Imp Support Through
1	Core Financials	<ul style="list-style-type: none"> <li>• Accounting/General Ledger</li> <li>• Budget</li> <li>• Accounts Payable</li> </ul>	05/06/2019	05/01/2020	6/30/2020



Phase	Functional Area	Applications	Start Date	Production Cutover	Post Live Imp Support Through
		<ul style="list-style-type: none"> <li>• Bid Management</li> <li>• BMI Asset Track Interface</li> <li>• Capital Assets</li> <li>• Cash Management</li> <li>• Contract Management</li> <li>• Project &amp; Grant Accounting</li> <li>• Purchasing</li> <li>• eProcurement</li> <li>• CAFR Statement Builder</li> <li>• Miscellaneous Cash Receipts</li> <li>• Tyler Forms – Financial Library</li> </ul>			
	Third Party	<ul style="list-style-type: none"> <li>• BMI ASSETRACK-ARS for Munis</li> <li>• Tyler Secure Signature System with 2 Keys</li> </ul>			
	System-Wide	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting</li> <li>• Tyler Forms Processing</li> <li>• Tyler Content Manager SE</li> </ul>			
2	Collections & Utility Billing	<ul style="list-style-type: none"> <li>• Accounts Receivable</li> <li>• Utility Billing CIS</li> <li>• UB Interface</li> <li>• General Billing</li> <li>• Tyler Cashiering</li> <li>• Citizen Self-Service</li> <li>• IVR Gateway</li> <li>• Tyler Incident Management</li> <li>• Tyler Forms – Utility Billing Library</li> <li>• Tyler Forms – General Billing Library</li> </ul>	08/05/2019	08/03/2020	09/30/2020
	System-Wide	<ul style="list-style-type: none"> <li>• Tyler GIS</li> <li>• Munis Analytics &amp; Reporting</li> <li>• Tyler Forms Processing</li> <li>• Tyler Content Manager SE</li> </ul>			
3	Human Capital Management	<ul style="list-style-type: none"> <li>• Payroll with Employee Self Service</li> <li>• Human Resources &amp; Talent Management</li> <li>• Recruiting</li> <li>• ExecuTime Time &amp; Attendance</li> </ul>	05/04/2020	04/02/2021	05/28/2021

Phase	Functional Area	Applications	Start Date	Production Cutover	Post Live Imp Support Through
		<ul style="list-style-type: none"> <li>• ExecuTime Advance Scheduling<sup>1</sup></li> <li>• Employee Expense Reimbursement</li> <li>• Tyler Forms – Payroll Library</li> <li>• Tyler Forms -Personnel Action Library</li> </ul>			
	System-Wide	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting</li> <li>• Tyler Forms Processing</li> <li>• Tyler Content Manager SE</li> </ul>			
4	EnerGov	<ul style="list-style-type: none"> <li>• EnerGov Licensing &amp; Regulatory Management Suite</li> <li>• EnerGov Permitting &amp; Land Management Suite</li> <li>• EnerGov Permitting &amp; Land Management SDK</li> <li>• EnerGov eReviews</li> <li>• EnerGov iG Workforce Apps</li> <li>• EnerGov IVR</li> <li>• EnerGov Report Toolkit</li> <li>• EnerGov Adv Server Extensions Bundle</li> <li>• EnerGov LRM Forms Library (6 Forms)</li> <li>• EnerGov PLM Forms Library (5 Forms)</li> </ul>	05/04/2020	05/03/2021	08/27/2021
	System-Wide	<ul style="list-style-type: none"> <li>• Tyler Content Manager SE</li> <li>• Tyler GIS</li> </ul>			
5	Asset Management	<ul style="list-style-type: none"> <li>• Asset Maintenance</li> <li>• Asset Performance</li> <li>• Inventory</li> <li>• BMI CollectIT Interface</li> </ul>	02/01/2021	01/03/2022	01/31/2022
	System-Wide	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting</li> <li>• Tyler GIS</li> <li>• Tyler Content Manager SE</li> </ul>			
	Third Party	<ul style="list-style-type: none"> <li>• BMI CollectIT Inventory Bar Code Scanning System</li> </ul>			
6	Tyler Content Manager – SE	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	10/01/2021	05/01/2022	N/A

<sup>1</sup> Advanced Scheduling is implemented after Munis Payroll is live.

Phase	Functional Area	Applications	Start Date	Production Cutover	Post Live Imp Support Through
	Data Conversion				

### 3.3 Methodology

Each Phase of the Project will be implemented in stages using the methodology illustrated below and defined in detail in this section. Throughout the project methodology, there are defined Deliverable and Control Point Acceptance criteria for each implementation stage to ensure that the City fully understands and accepts the project progress.

Deliverables are defined as tangible project outputs produced by Tyler and delivered to the City for review and acceptance. Control Points are project review points comprised of major critical path tasks and Deliverables associated with each implementation stage to be used to assist in controlling quality. At each Control Point, the City and Tyler Project Managers must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next implementation stage. The process for accepting each Deliverable and Control Point is identified in Section 2.3.8. Only Stage One does not require acceptance prior to moving to Stage Two. This exception is made to avoid unnecessary project delays while the full Stage One acceptance criteria is met.

#### 3.3.1 Work Breakdown Structure

Tyler will use a Work Breakdown Structure, or WBS, to depict overall project work. The following is the baseline WBS reflecting the major stages and components.





\* - These steps only occur if Software Modifications are required.



### 3.3.2 Deliverables

Tyler will provide the Deliverables identified in the table below. Deliverables will be submitted as a work product for City review and follow the Deliverable acceptance procedures defined in Section 2.3.8. The objective, scope, format, outlined roles (City and Tyler) and acceptance criteria for each deliverable listed below are described in detail in Appendix 1: Deliverable Expectation Document.

For purposes of this SOW, Deliverable names are assigned a unique, sequentially numbered Deliverable Expectation Document (DED) number, i.e. DED-01. For each deliverable that is repeated or updated for a given Phase, the Deliverable will be prefixed with the Phase number and the unique Deliverable number, i.e. 1-01 indicates Phase 1, DED-01. For this project, Phase 1 designates the Financial suite of applications, Phase 2 designates the Collections & Billing suite of applications, Phase 3 designates the Human Capital Management suite of applications, Phase 4 designates the EnerGov suite of applications, and Phase 5 designates the Asset Management suite of applications, as listed in the table in Section 3.2.

Deliverable	Phase	Deliverable Number
Project Charter	Cross Phase	DED-01
Evolution Plan	Cross Phase	DED-02
Management Plans	Cross Phase	DED-03
Organizational Change Assessment Study	Cross Phase	DED-04
Evolution Assessment Report	Cross Phase	DED-19
Project Reconciliation Report	Cross Phase	DED-20
<b>Phase 1</b>		
Project Plan	1	DED-1-05
SaaS Installation Report	1	DED-1-06
Change Impact Report	1	DED-1-07
System Design Document	1	DED-1-08
Business Process Improvement Report	1	DED-1-09
Implementation Plan	1	DED-1-10
Process Manuals	1	DED-1-11
End User Guides	1	DED-1-12
User Acceptance Test Plan	1	DED-1-13
Requirements Traceability Matrix	1	DED-1-14
Readiness Assessment Report	1	DED-1-15



Production Cutover Plan	1	DED-1-16
Post Cutover Efficiency Evaluation Report	1	DED-1-17
Phase Reconciliation Report	1	DED-1-18
<b>Phase 2</b>		
Project Plan	2	DED-2-05
Change Impact Report	2	DED-2-07
System Design Document	2	DED-2-08
Business Process Improvement Report	2	DED-2-09
Implementation Plan	2	DED-2-10
Process Manuals	2	DED-2-11
End User Guides	2	DED-2-12
User Acceptance Test Plan	2	DED-2-13
Requirements Traceability Matrix	2	DED-2-14
Readiness Assessment Report	2	DED-2-15
Production Cutover Plan	2	DED-2-16
Post Cutover Efficiency Evaluation Report	2	DED-2-17
Phase Reconciliation Report	2	DED-2-18
<b>Phase 3</b>		
Project Plan	3	DED-3-05
Change Impact Report	3	DED-3-07
System Design Document	3	DED-3-08
Business Process Improvement Report	3	DED-3-09
Implementation Plan	3	DED-3-10
Process Manuals	3	DED-3-11
End User Guides	3	DED-3-12
User Acceptance Test Plan	3	DED-3-13
Requirements Traceability Matrix	3	DED-3-14

Readiness Assessment Report	3	DED-3-15
Production Cutover Plan	3	DED-3-16
Post Cutover Efficiency Evaluation Report	3	DED-3-17
Phase Reconciliation Report	3	DED-3-18
<b>Phase 4</b>		
Project Plan	4	DED-4-05
Change Impact Report	4	DED-4-07
System Design Document	4	DED-4-08
Business Process Improvement Report	4	DED-4-09
Implementation Plan	4	DED-4-10
Process Manuals	4	DED-4-11
User Acceptance Test Plan	4	DED-4-13
Requirements Traceability Matrix	4	DED-4-14
Readiness Assessment Report	4	DED-4-15
Production Cutover Plan	4	DED-4-16
Post Cutover Efficiency Evaluation Report	4	DED-4-17
Phase Reconciliation Report	4	DED-4-18
<b>Phase 5</b>		
Project Plan	5	DED-5-05
Change Impact Report	5	DED-5-07
System Design Document	5	DED-5-08
Business Process Improvement Report	5	DED-5-09
Implementation Plan	5	DED-5-10
Process Manuals	5	DED-5-11
End User Guides	5	DED-5-12
User Acceptance Test Plan	5	DED-5-13
Requirements Traceability Matrix	5	DED-5-14

Readiness Assessment Report	5	DED-5-15
Production Cutover Plan	5	DED-5-16
Phase Reconciliation Report	5	DED-5-18

### 3.3.3 Control Points

The following Control Points have been defined for the Project. Each, with the exception of Stage 1, must be formally accepted prior to moving on to the next stage in the phase. For the Control Point to be finally accepted, all work identified under each must be complete.

Phase	Control Point	Description / Acceptance Criteria
<b>FINANCIALS</b>		
1	1.1	Stage 1 Acceptance <ul style="list-style-type: none"> <li>• Project Charter (DED-01) delivered and accepted</li> <li>• Evolution Plan (DED-02) delivered and accepted</li> <li>• Management Plan (DED-03) delivered and accepted</li> <li>• Project Plan (DED-1-05) delivered and accepted</li> <li>• Stakeholder Presentation Complete</li> </ul>
1	1.2	Stage 2 Acceptance <ul style="list-style-type: none"> <li>• Customer Journey Storyboarding is complete</li> <li>• SaaS Installation Report (DED-06) delivered and accepted</li> <li>• City can access Tyler environments</li> <li>• Organizational Change Assessment Study (DED-04) delivered and accepted</li> <li>• Chart of Accounts analysis, workbook build, and data conversion has completed</li> <li>• Current and Future State Analysis is complete</li> <li>• Authorization to load Chart of Accounts in Production sign-off received from City</li> <li>• System Design Test completed to City's satisfaction</li> <li>• Change Impact Report (DED-1-07) delivered and accepted</li> <li>• Requirements Traceability Matrix baseline is being updated with City decisions</li> <li>• System Design Document (DED-1-08) delivered and accepted</li> <li>• Business Process Improvement Report (DED-1-09) delivered and accepted</li> <li>• Implementation Plan (DED-1-10) delivered and accepted</li> </ul>
1	1.3	Stage 3 Acceptance <ul style="list-style-type: none"> <li>• Application has been fully configured</li> <li>• Data conversion programs have been accepted as providing accurate data</li> <li>• Generic Process Manuals (DED-1-11) delivered</li> <li>• End User Guides (DED-1-12) delivered and accepted</li> <li>• Process Validation has occurred, along with the City Project Team training needed to support the validation efforts</li> </ul>



		<ul style="list-style-type: none"> <li>• User Acceptance Test Plan (DED-1-13) delivered and accepted</li> <li>• Custom Reports (if any) delivered and in the process of review and acceptance</li> <li>• Process Change Management Roll-out is complete, including completion of Coach Development sessions</li> </ul>
1	1.4	<p>Stage 4 Acceptance</p> <ul style="list-style-type: none"> <li>• All in-scope, pre-live Training has been completed</li> <li>• Requirements Traceability Matrix (DED-1-14) delivered and accepted</li> <li>• Readiness Assessment Report (DED-1-15) delivered and accepted</li> <li>• Production Cutover Plan (DED-1-16) delivered and accepted</li> <li>• Cross Department Demos performed</li> <li>• Change Management Cutover Process executed</li> <li>• Tyler Forms are finalized, approved, and all bank approvals are final</li> <li>• Custom Reports (if any) delivered and accepted</li> </ul>
1	1.5	<p>Stage 5 Acceptance</p> <ul style="list-style-type: none"> <li>• Final conversion data has been accepted and loaded in Production database</li> <li>• Authorization to proceed with Production Cutover has been received</li> <li>• City is processing live transactions in the Tyler system</li> <li>• All final implementation services have been delivered, as scheduled, within the Post-Live period</li> <li>• Post Cutover Efficiency Evaluation Report (DED-1-17) delivered and accepted</li> <li>• Transition to Support has completed</li> </ul>
1	1.6	<p>Stage 6 Acceptance</p> <ul style="list-style-type: none"> <li>• Phase Audit has been completed and meets quality standards</li> <li>• Phase Reconciliation Report (DED-1-18) delivered and accepted</li> </ul>
<b>UTILITY BILLING &amp; COLLECTIONS</b>		
2	2.1	<p>Stage 1 Acceptance</p> <ul style="list-style-type: none"> <li>• Project Plan (DED-2-05) delivered and accepted</li> <li>• Stakeholder Presentation Complete</li> </ul>
2	2.2	<p>Stage 2 Acceptance</p> <ul style="list-style-type: none"> <li>• Customer Journey Storyboarding is complete</li> <li>• Current and Future State Analysis is complete</li> <li>• System Design Test completed to City's satisfaction</li> <li>• Change Impact Report (DED-2-07) delivered and accepted</li> <li>• Requirements Traceability Matrix baseline is being updated with City decisions</li> <li>• System Design Document (DED-2-08) delivered and accepted</li> <li>• Business Process Improvement Report (DED-2-09) delivered and accepted</li> <li>• Implementation Plan (DED-2-10) delivered and accepted</li> </ul>
2	2.3	<p>Stage 3 Acceptance</p> <ul style="list-style-type: none"> <li>• Application has been fully configured</li> <li>• Data conversion programs have been accepted as providing accurate data</li> <li>• Generic Process Manuals (DED-2-11) delivered</li> </ul>

		<ul style="list-style-type: none"> <li>• End User Guides (DED-2-12) delivered and accepted</li> <li>• Process Validation has occurred, along with the City Project Team training needed to support the validation efforts</li> <li>• User Acceptance Test Plan (DED-2-13) delivered and accepted</li> <li>• Custom Reports (if any) delivered and in the process of review and acceptance</li> <li>• Process Change Management Roll-out is complete</li> </ul>
2	2.4	<p>Stage 4 Acceptance</p> <ul style="list-style-type: none"> <li>• All in-scope, pre-live Training has been completed</li> <li>• Requirements Traceability Matrix (DED-2-14) delivered and accepted</li> <li>• Readiness Assessment Report (DED-2-15) delivered and accepted</li> <li>• Production Cutover Plan (DED-2-16) delivered and accepted</li> <li>• Cross Department Demos performed</li> <li>• Change Management Cutover Process executed</li> <li>• Tyler Forms are finalized, approved</li> <li>• Custom Reports (if any) delivered and accepted</li> </ul>
2	2.5	<p>Stage 5 Acceptance</p> <ul style="list-style-type: none"> <li>• Final conversion data has been accepted and loaded in Production database</li> <li>• Authorization to proceed with Production Cutover has been received</li> <li>• City is processing live transactions in the Tyler system</li> <li>• All final implementation services have been delivered, as scheduled, within the Post-Live period</li> <li>• Post Cutover Efficiency Evaluation Report (DED-2-17) delivered and accepted</li> <li>• Transition to Support has completed</li> </ul>
2	2.6	<p>Stage 6 Acceptance</p> <ul style="list-style-type: none"> <li>• Phase Audit has been completed and meets quality standards</li> <li>• Phase Reconciliation Report (DED-2-18) delivered and accepted</li> </ul>
HUMAN CAPITAL MANAGEMENT		
3	3.1	<p>Stage 1 Acceptance</p> <ul style="list-style-type: none"> <li>• Project Plan (DED-3-05) delivered and accepted</li> <li>• Stakeholder Presentation Complete</li> </ul>
3	3.2	<p>Stage 2 Acceptance</p> <ul style="list-style-type: none"> <li>• Customer Journey Storyboarding is complete</li> <li>• Current and Future State Analysis is complete</li> <li>• System Design Test completed to City's satisfaction</li> <li>• Change Impact Report (DED-3-07) delivered and accepted</li> <li>• Requirements Traceability Matrix baseline is being updated with City decisions</li> <li>• System Design Document (DED-3-08) delivered and accepted</li> <li>• Business Process Improvement Report (DED-3-09) delivered and accepted</li> <li>• Implementation Plan (DED-3-10) delivered and accepted</li> </ul>
3	3.3	<p>Stage 3 Acceptance</p> <ul style="list-style-type: none"> <li>• Application has been fully configured</li> </ul>



		<ul style="list-style-type: none"> <li>• Data conversion programs have been accepted as providing accurate data</li> <li>• Generic Process Manuals (DED-3-11) delivered</li> <li>• End User Guides (DED-3-12) delivered and accepted</li> <li>• Process Validation has occurred, along with the City Project Team training needed to support the validation efforts</li> <li>• User Acceptance Test Plan (DED-3-13) delivered and accepted</li> <li>• Custom Reports (if any) delivered and in the process of review and acceptance</li> <li>• Process Change Management Roll-out is complete</li> </ul>
3	3.4	<p>Stage 4 Acceptance</p> <ul style="list-style-type: none"> <li>• All in-scope, pre-live Training has been completed</li> <li>• Requirements Traceability Matrix (DED-3-14) delivered and accepted</li> <li>• Readiness Assessment Report (DED-3-15) delivered and accepted</li> <li>• Production Cutover Plan (DED-3-16) delivered and accepted</li> <li>• Cross Department Demos performed</li> <li>• Change Management Cutover Process executed</li> <li>• Tyler Forms are finalized, approved, and all bank approvals are final</li> <li>• Custom Reports (if any) delivered and accepted</li> </ul>
3	3.5	<p>Stage 5 Acceptance</p> <ul style="list-style-type: none"> <li>• Final conversion data has been accepted and loaded in Production database</li> <li>• Authorization to proceed with Production Cutover has been received</li> <li>• City is processing live transactions in the Tyler system</li> <li>• All final implementation services have been delivered, as scheduled, within the Post-Live period</li> <li>• Post Cutover Efficiency Evaluation Report (DED-3-17) delivered and accepted</li> </ul>
3	3.6	<p>Stage 6 Acceptance</p> <ul style="list-style-type: none"> <li>• Phase Audit has been completed and meets quality standards</li> <li>• Phase Reconciliation Report (DED-3-18) delivered and accepted</li> </ul>
ENERGOV		
4	4.1	<p>Stage 1 Acceptance</p> <ul style="list-style-type: none"> <li>• Project Plan (DED-4-05) delivered and accepted</li> <li>• Stakeholder Presentation Complete</li> </ul>
4	4.2	<p>Stage 2 Acceptance</p> <ul style="list-style-type: none"> <li>• Customer Journey Storyboarding is complete</li> <li>• Current and Future State Analysis is complete</li> <li>• System Design Test completed to City's satisfaction</li> <li>• Change Impact Report (DED-4-07) delivered and accepted</li> <li>• Requirements Traceability Matrix baseline is being updated with City decisions</li> <li>• System Design Document (DED-4-08) delivered and accepted</li> <li>• Business Process Improvement Report (DED-4-09) delivered and accepted</li> <li>• Implementation Plan (DED-4-10) delivered and accepted</li> </ul>
4	4.3	<p>Stage 3 Acceptance</p>

		<ul style="list-style-type: none"> <li>• Application has been fully configured</li> <li>• Data conversion programs have been accepted as providing accurate data</li> <li>• Generic Process Manuals (DED-4-11) delivered</li> <li>• Process Validation has occurred, along with the City Project Team training needed to support the validation efforts</li> <li>• User Acceptance Test Plan (DED-4-13) delivered and accepted</li> <li>• Custom Reports (if any) delivered and in the process of review and acceptance</li> <li>• Process Change Management Roll-out is complete</li> </ul>
4	4.4	<p>Stage 4 Acceptance</p> <ul style="list-style-type: none"> <li>• All in-scope, pre-live Training has been completed</li> <li>• Requirements Traceability Matrix (DED-4-14) delivered and accepted</li> <li>• Readiness Assessment Report (DED-4-15) delivered and accepted</li> <li>• Production Cutover Plan (DED-4-16) delivered and accepted</li> <li>• Cross Department Demos performed</li> <li>• Change Management Cutover Process executed</li> <li>• Forms are finalized, approved</li> <li>• Custom Reports (if any) delivered and accepted</li> </ul>
4	4.5	<p>Stage 5 Acceptance</p> <ul style="list-style-type: none"> <li>• Final conversion data has been accepted and loaded in Production database</li> <li>• Authorization to proceed with Production Cutover has been received</li> <li>• City is processing live transactions in the Tyler system</li> <li>• All final implementation services have been delivered, as scheduled, within the Post-Live period</li> <li>• Post Cutover Efficiency Evaluation Report (DED-4-17) delivered and accepted</li> </ul>
4	4.6	<p>Stage 6 Acceptance</p> <ul style="list-style-type: none"> <li>• Phase Audit has been completed and meets quality standards</li> <li>• Phase Reconciliation Report (DED-4-18) delivered and accepted</li> </ul>
ASSET MAINTENANCE/PERFORMANCE, INVENTORY		
5	5.1	<p>Stage 1 Acceptance</p> <ul style="list-style-type: none"> <li>• Project Plan (DED-5-05) delivered and accepted</li> <li>• Stakeholder Presentation Complete</li> </ul>
5	5.2	<p>Stage 2 Acceptance</p> <ul style="list-style-type: none"> <li>• Customer Journey Storyboarding is complete</li> <li>• Current and Future State Analysis is complete</li> <li>• System Design Test completed to City's satisfaction</li> <li>• Change Impact Report (DED-5-07) delivered and accepted</li> <li>• Requirements Traceability Matrix baseline is being updated with City decisions</li> <li>• System Design Document (DED-5-08) delivered and accepted</li> <li>• Business Process Improvement Report (DED-5-09) delivered and accepted</li> <li>• Implementation Plan (DED-5-10) delivered and accepted</li> </ul>
5	5.3	<p>Stage 3 Acceptance</p>



		<ul style="list-style-type: none"> <li>• Application has been fully configured</li> <li>• Data conversion programs have been accepted as providing accurate data</li> <li>• Generic Process Manuals (DED-5-11) delivered</li> <li>• End User Guides (DED-5-12) delivered and accepted</li> <li>• Process Validation has occurred, along with the City Project Team training needed to support the validation efforts</li> <li>• User Acceptance Test Plan (DED-5-13) delivered and accepted</li> <li>• Custom Reports (if any) delivered and in the process of review and acceptance</li> <li>• Process Change Management Roll-out is complete</li> </ul>
5	5.4	Stage 4 Acceptance <ul style="list-style-type: none"> <li>• All in-scope, pre-live Training has been completed</li> <li>• Requirements Traceability Matrix (DED-5-14) delivered and accepted</li> <li>• Readiness Assessment Report (DED-5-15) delivered and accepted</li> <li>• Production Cutover Plan (DED-5-16) delivered and accepted</li> <li>• Cross Department Demos performed</li> <li>• Change Management Cutover Process executed</li> <li>• Tyler Forms are finalized, approved</li> <li>• Custom Reports (if any) delivered and accepted</li> </ul>
5	5.5	Stage 5 Acceptance <ul style="list-style-type: none"> <li>• Final conversion data has been accepted and loaded in Production database</li> <li>• Authorization to proceed with Production Cutover has been received</li> <li>• City is processing live transactions in the Tyler system</li> <li>• All final implementation services have been delivered, as scheduled, within the Post-Live period</li> </ul>
5	5.6	Stage 6 Acceptance <ul style="list-style-type: none"> <li>• Phase Audit has been completed and meets quality standards</li> <li>• Phase Reconciliation Report (DED-5-18) delivered and accepted</li> </ul>
PROJECT CLOSURE		
Project		Project Acceptance <ul style="list-style-type: none"> <li>• Evolution Assessment Report (DED-19) delivered and accepted</li> <li>• Project Reconciliation Report (DED-20) delivered and accepted</li> </ul>

## 3.4 Work Plan

### 3.4.1 Stage 1: Initiate & Plan

#### 3.4.1.1 Project Charter (DED-01)

The City and Tyler develop a Project Charter to formally outline the purpose of the project and authority for moving forward. Tyler delivers a Project Charter template that may be used as a starting point for the final document. The Tyler Project Manager works directly with the City Project Manager to finalize the Project Charter and achieve authorization to move forward from the City Executive Sponsor.

#### 3.4.1.1.1 Project Charter Roles & Responsibilities

See Section 2.3.1.1

#### 3.4.1.1.2 Project Charter Requirements & Notes

See Section 2.3.1.2

### 3.4.1.2 Evolution Plan (DED-02)

The City and Tyler develop an Evolution Plan (DED-02) to capture and measure the delta between the City's current state and its Enterprise Goals at a more granular level. This is done by outlining and describing the components and processes for establishing the evolutionary improvement that must occur over the course of the ERP Project. Specific goals are directly linked to a plan with key activities, providing an outline of the activities required to meet each of the stated strategic goals pertaining to the implementation and utilization of the ERP solution.

The Evolution Plan will contain the following key sections:

- Overview of Project Goals
- Current and Future State Delta Assessment
- Major Steps in Transformation Process
- Expected Outcome
- Roles and Responsibilities

#### 3.4.1.2.1 Evolution Plan Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Provide input for Evolution Plan</li><li>• Review and authorize Evolution Plan</li><li>• Review and accept DED-02</li></ul>	<ul style="list-style-type: none"><li>• Own development of Evolution Plan</li><li>• Solicit information for content, current/future state delta</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Provide input for Evolution Plan</li><li>• Review and accept DED-02</li></ul>	<ul style="list-style-type: none"><li>• Write Evolution Plan using provided material and assessment</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Provide input for Evolution Plan</li></ul>	

#### 3.4.1.2.2 Evolution Plan Requirements & Notes

- Tyler's baseline version of the Evolution Plan will be the starting point for the development of the City's Evolution Plan



### 3.4.1.3 Management Plans (DED-03)

The City and Tyler develop a full set of Management plans to outline how all aspects of the project will be managed and controlled throughout the full project lifecycle. Tyler delivers a set of Management Plan templates that may be used as starting points for the final set of documents. The plans will be modified throughout the project, as needed, with full change control in place.

#### 3.4.1.3.1 Management Plan Roles & Responsibilities

See Section 2.3.2.1

#### 3.4.1.3.2 Management Plan Requirements & Notes

See Section 2.3.2.2

### 3.4.1.4 System Infrastructure Planning

During this timeframe, several activities will occur in addition to planning. Tyler will conduct a pre-installation call to review environment needs, expectations and conduct a general overview of Tyler's installation services.

#### 3.4.1.4.1 Hardware Requirements

Appendix 3: Hardware Requirements outlines the recommended system requirements for servers and City workstations supporting and accessing the Tyler ERP system.

#### 3.4.1.4.2 Environments

As part of the project, Tyler will assist the City in establishing multiple environments to support overlapping phases. All hardware specifications, requirements, and required staffing will support development of all listed environments. If it is determined that additional environments are required to support the implementation during the project, Tyler and City staff will work together to design, setup and establish the requisite environment(s). Based on the projected Project phasing, Tyler will establish the following environments:

- Production
- Training (FIN)
- Test (FIN)
- Training (REV)
- Test (REV)
- Implementation (Pre-populated)

#### 3.4.1.4.3 Project/Product Release Schedule

Tyler's implementation approach requires that the City will adhere to the following upgrade schedule. Tyler's Project Team will coordinate with the City Project Team to coordinate the upgrade activities as follows:

Tyler Product	Version	Test Environment Deployment	Live /Train Environment Deployment
---------------	---------	--------------------------------	---------------------------------------

Munis	2019.1	2019.1	2019.1
ExecuTime	2018.4.1	2018.4.1	2018.4.1
Tyler Cashiering	v2018.5.1	v2018.5.1	v2018.5.1
CAFR Statement Builder	v1.0.6.68	v1.0.6.68	v1.0.6.68
EnerGov	2018.1	2018.1	2018.1

Tyler and City Project Management staff will identify and plan all tasks and dependencies related to each planned version upgrade. Activities such as, environment(s) to be updated, testing, re-training, training and documentation will be identified in the project plan for each respective version upgrade. Future release implementations will be determined by Tyler and City Project Management staff.

#### 3.4.1.4.4 Key Dates for Hardware Availability

To prevent delays in the project schedule, it is the responsibility of the City to have procured and installed all applicable hardware meeting the requirements listed in Appendix 3: Hardware Requirements by the dates established in the Project Plan. Failure to have the necessary hardware may result in delays and changes to the project schedule.

#### 3.4.1.4.5 System Infrastructure Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Attend SaaS pre-installation call</li> <li>Coordinate City procurement and/or installation of required hardware and software</li> </ul>	<ul style="list-style-type: none"> <li>Attend SaaS pre-installation call and coordinate call setup</li> <li>Ensure City has hardware / software requirements and availability dates</li> <li>Communicate environment needs to SaaS team</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>IT Functional Lead attends call</li> </ul>	<ul style="list-style-type: none"> <li>Technical Lead attends call</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.1.4.6 System Infrastructure Requirements & Notes

Depending on final phase dates, specific environment requirements may change  
Planning for upgrades, whether mid or post implementation, will occur at a later date and will require an update to this document  
All notes from the planning call will be published to the Project SharePoint site by the Tyler Technical Lead



### 3.4.1.5 Project/Phase Planning & Project Plan (DED-05)

The City and Tyler will work collaboratively to document key project tasks, scheduling, resources, and responsibilities. Project Planning will occur at the beginning of the project for the first sixty (60) days of Phase 1 and Tyler will develop a temporary schedule for City approval so that work can begin while development of the full Phase 1 and 2 Project Plan can be completed. High-level Phase Project Plans for subsequent phases will be developed following the delivery and acceptance of the Phase 1 & 2 Project Plan. Detailed Project Plans for subsequent Phases will be delivered for review and acceptance no later than forty-five (45) days following the start of the respective phase as defined in the SOW, or approved Amendment.

Project Planning consists of validating the scope of project, defining project-scheduling guidelines, validation of go-live dates, and determining blackout dates. The results of these planning activities will lead to development of the Project Schedule.

Additional components of Project Planning include, but are not limited to, identifying schedule constraints and critical deadlines, and coordination of non-contracted 3<sup>rd</sup> party implementations to integrate deliverables with Tyler timeline and requirements.

The Project Plan (DED-05) will contain:

- Project's activities and tasks, and corresponding dates
- Task Dependencies
- Specific resources assigned to project tasks with estimated staffing effort/duration (both Tyler & City)
- Detailed Project schedule / Work Break Down Structure (WBS) featuring phases, deliverables, and work packages
- Milestones, Deliverables and Control Points
- City Review Periods for Milestones and Deliverables

#### 3.4.1.5.1 Project Planning Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"><li>Resolve any staffing issues preventing schedule and plan from meeting goals</li></ul>	<ul style="list-style-type: none"><li>Resolve any staffing issues preventing schedule and plan from meeting goals</li></ul>
Project Manager	<ul style="list-style-type: none"><li>Provide City resource availability</li><li>Assist in development of Project Plan where applicable</li><li>Escalate issues that require Steering Committee assistance</li></ul>	<ul style="list-style-type: none"><li>Submit Project Plan (DED-1-05) for acceptance</li><li>Take corrective action on any rejections</li><li>Initiate workflow acceptance for DED-05</li></ul>

Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>Review and accept or reject Deliverable DED-1-05</li> <li>Provide detailed feedback on any rejections</li> </ul>	<ul style="list-style-type: none"> <li>Escalate issues that require Steering Committee assistance</li> <li>Prepare cohesive and detailed Project Plan</li> <li>Solicit City input on activities and resources</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Provide input on resource availability and alignment</li> <li>Provide guidance on organizational structure</li> <li>Review Plan and block schedule according to accepted dates</li> </ul>	<ul style="list-style-type: none"> <li>Provide input on detailed activities for functional areas</li> <li>Review Plan and block schedule according to accepted dates</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review Plan and block schedule according to accepted dates</li> </ul>	<ul style="list-style-type: none"> <li>Review Plan and block schedule according to accepted dates</li> </ul>

#### 3.4.1.5.2 Project Planning Requirements & Notes

The Project Plan will be developed and maintained in Microsoft Project 2016  
The finalized and approved Project Plan will be posted to the SharePoint site  
Tyler's Project Manager will edit and update the project plan as part of regularly scheduled project management meetings with the City Project Manager  
Certain elements of the Plan will be published to a calendar on the Project SharePoint site to facilitate City users' access to training schedules and other key project activities  
The Project Plan will also allow sufficient time for all testing processes including test script development, testing execution, and testing issue resolution  
All projects tasks will be assigned owners and due dates which correspond with the overall project schedule  
Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates

#### 3.4.1.6 Stakeholder Presentation

The City and Tyler will develop a formal presentation of the project to make to the City staff that conveys the overall project timelines, expectations of the project, and highlights project activities. During the Project/Phase Planning, the City and Tyler will work together to determine what messaging is appropriate for the presentation, what City and Tyler Staff should attend, and if it is an opportunity for City Executives to deliver expectations for participation and change.

##### 3.4.1.6.1 Stakeholder Presentation Roles & Responsibilities



Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	<ul style="list-style-type: none"> <li>Attend Stakeholder Presentation</li> <li>Deliver Executive Mandate</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
Steering Committee	<ul style="list-style-type: none"> <li>Attend Stakeholder Presentation</li> <li>Present Material, as needed</li> </ul>	<ul style="list-style-type: none"> <li>Sr. Director – attend Stakeholder Presentation</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Prepare Stakeholder Presentation material with Tyler</li> <li>Coordinate meeting space and appropriate attendees and presenters</li> <li>Present material</li> </ul>	<ul style="list-style-type: none"> <li>Participate in preparing Stakeholder Presentation material</li> <li>Coordinate appropriate Tyler resources for attendance</li> <li>Present material</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend Stakeholder Presentation</li> <li>Present Material, as needed</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>To be determined by City</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.1.6.2 Stakeholder Presentation Requirements & Notes

Tyler will lead a session on the development of a Stakeholder Presentation using a sample PowerPoint presentation

The City will customize the presentation and determine content, presenters, and appropriate attendees

#### 3.4.1.7 Stage 1: Initiate & Plan Control Point

##### 3.4.1.7.1 Stage 1: Initiate & Plan Deliverables

Project Charter (DED-01)

Evolution Plan (DED-02)

Management Plans (DED-03)

- Project Plan
- Scope Management Plan
- Schedule Management Plan
- Risk Management Plan
- Financial Management Plan
- Communication Management Plan
- Issue Management Plan
- Release, Code, and Upgrade Management Plan
- Quality Management Plan

- Education & Training Management Plan
- Human Resource Management Plan
- Integration Management Plan
- Requirements Management Plan
- Change Control Management Plan
- Change Management Plan

Project Plan (DED-1-05)

#### 3.4.1.7.2 Stage 1: Initiate & Plan Outcomes

The Project has been fully authorized by Project Sponsors and an Executive Mandate Delivered to the Project Community

City and Tyler Project members have a clear understanding of the requirements for the Project

The Project Goals and vision have been more succinctly defined for performance measurement

Management Plans are in place to guide all aspects of project activities

The Project Plan and schedule are in place for all applicable Project personnel

The City and Tyler have established an effective, team-based working relationship

#### 3.4.1.7.3 Stage 1: Initiate & Plan Acceptance Criteria

Project Charter (DED-01) delivered and accepted

Evolution Plan (DED-02) delivered and accepted

Management Plan (DED-03) delivered and accepted

Project Plan (DED-1-05) delivered and accepted

Stakeholder Presentation complete

### 3.4.2 Stage 2: Assess & Define

#### 3.4.2.1 System Deployment & SaaS Installation Report (DED-06)

Based on the system deployment requirements and other information gathered during the System Infrastructure Planning call, Tyler begins the process of establishing the City's environments, creating Active Directory (AD) users, creating databases, installing Tyler software and required Third Party software, testing functionality, completing the SaaS Installation Report (DED-1-06) and then sending a formal 'Notification of Access Granted – New Munis Install' email to the City Project Manager. With this notification will be a complete set of directions on how to access the Tyler applications through either the Tyler Hardware Virtual Private Network (VPN) or Tyler's Secure Gateway.

##### 3.4.2.1.1 System Deployment & SaaS Installation Report (DED-06) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Validate that system deployment requirements identified during System Infrastructure Planning are met</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure communication of activities is ongoing with City</li> <li>• Validate that system deployment requirements identified</li> </ul>



Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>Review and accept or reject SaaS Installation Report (DED-1-06)</li> <li>Provide detailed feedback on any rejections</li> </ul>	<ul style="list-style-type: none"> <li>during System Infrastructure Planning are met</li> <li>Review and deliver SaaS Installation Report (DED-1-06)</li> <li>Initiate workflow acceptance for SaaS Installation Report (DED-1-06)</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Test access to environments (Training, Test, Pre-Production)</li> <li>Provide feedback to City Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>Test access to environments (Training, Test, Pre-Production)</li> <li>Provide feedback to Tyler Project Manager</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.2.1.2 System Deployment & Installation Report (DED-06) Requirements & Notes

Certain environments needed for later phase(s) may not be established at the onset of the Project and timing will be agreed to during the System Infrastructure Planning step

#### 3.4.2.2 Internal Customer Process Storyboarding

Tyler will conduct interviews of the following four major user groups in the City organization to understand the Customer Journey of each prior to beginning detailed Current and Future State Analysis:



This step will serve several purposes; to engage end users that might not typically have involvement in the redesign of system processes, to begin change management communications and reach, and to catalog organizational structure and opportunities for improvement.

To achieve some of this work, due to the sheer volume of users, the City Functional Leads, with assistance from Departments Heads, will select a representational group of end users from decentralized departments to communicate each major End User functional area. This group will communicate the Customer Journey experience to Tyler for their peers and provide information back to their teams about the project, as needed.

The information gathered during this step will be documented as internal input for Tyler's use in forming subsequent best practice recommendations.

#### 3.4.2.2.1 Internal Customer Process Storyboarding Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	<ul style="list-style-type: none"> <li>Provide solicited information to Tyler Consultants</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
Steering Committee	<ul style="list-style-type: none"> <li>Provide solicited information to Tyler Consultants</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Communicate schedules</li> <li>Ensure City resource availability</li> </ul>	<ul style="list-style-type: none"> <li>Validate Session Agendas are on Project SharePoint site</li> <li>Communicate schedules</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Provide solicited information to Tyler Consultants</li> </ul>	<ul style="list-style-type: none"> <li>Lead sessions to gather Customer Journey experience information</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Provide solicited information to Tyler Consultants</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.2.2.2 Internal Customer Process Storyboarding Requirements & Notes

Agendas for the sessions will be developed and posted to the Project SharePoint site two (2) weeks in advance of the session

Documentation of the Customer Journey experience will be maintained by Tyler and used as input for the City's new business process design

Tyler will not interview representatives from the Public, but requests that the City provide information that clearly represents the Public's experience accessing information from the City's legacy systems

Tyler and City will collaboratively determine which City personnel are the appropriate representatives for the Storyboarding interviewing process

#### 3.4.2.3 Organizational Change Assessment Study (DED-04)

The Tyler Change Management Lead will prepare and conduct an online survey of all City departments impacted by the Project. The survey will seek to uncover the organizational capacity for change, areas of resistance, and opportunities where communication can improve the Project profile.



Once the information is collected and analyzed, an Organizational Change Assessment Study (DED-04) will be prepared and delivered to the City and formally reviewed to ensure that the findings are understood. The content from this study will be used to formulate and guide subsequent Change Management activities.

#### 3.4.2.3.1 Organizational Change Assessment Study Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor	<ul style="list-style-type: none"> <li>• Provide solicited information in survey</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Steering Committee	<ul style="list-style-type: none"> <li>• Provide solicited information in survey</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Communicate expectations related to survey completion</li> </ul>	<ul style="list-style-type: none"> <li>• Validate survey schedule is in place</li> <li>• Validate Organizational Change Assessment Study (DED-04) meets requirements</li> <li>• Deliver Organizational Change Assessment Study (DED-04)</li> <li>• Initiate workflow acceptance for DED-04</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Provide solicited information in survey</li> </ul>	<ul style="list-style-type: none"> <li>• Change Management Lead will design and distribute survey</li> <li>• Change Management Lead will evaluate and prepare Organizational Change Assessment Study (DED-04)</li> <li>• Change Management Lead will lead a formal review of the Study and findings with City and Tyler</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Provide solicited information in survey</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

#### 3.4.2.3.2 Organizational Change Assessment Study Requirements & Notes

Tyler Change Management Lead will review the Survey material with the City and Tyler Project Managers prior to distribution to City

The City Project Manager will provide Tyler Change Management Lead with the appropriate distribution list for the Organizational Change Assessment Study Survey

The City will make resources available for assessment input and encourage participation

### 3.4.2.4 Current State Analysis

As a prerequisite to Current State Analysis sessions, Tyler consultants will provide City users, designated during the planning stage, with basic questionnaires related to current business practices, policies, and procedures.

During these sessions, Tyler will review the City responses and ask further clarifications as well as ask the City to provide sample forms and discuss any current processing requirements as dictated by local, county, state or federal requirements. Tyler consultants will document the information collected from these discussions in a Microsoft Excel workbook that will ultimately become the System Design Document (DED-1-10), a deliverable of Stage 2: Assess & Define.

#### 3.4.2.4.1 Current State Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Communicate schedules and ensure resources are available</li><li>• Validate that pre-requisites are completed by due date</li></ul>	<ul style="list-style-type: none"><li>• Validate pre-requisite provided as required</li><li>• Validate sessions scheduled</li><li>• Validate agendas uploaded to SharePoint site two (2) weeks in advance</li><li>• Validate Current State information updated in System Design Documents</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Provide solicited information in Questionnaires by due dates</li><li>• Attend Current State Analysis sessions</li><li>• Provide requested current state information</li><li>• Include Subject Matter Experts, as needed</li></ul>	<ul style="list-style-type: none"><li>• Create agendas and review with Project Manager</li><li>• Create Current State Questionnaires, review with Project Manager, and post to SharePoint as pre-requisite</li><li>• Review Questionnaires prior to Current State Sessions</li><li>• Conduct Current State Sessions</li><li>• Document findings in Current State Tab of System Design Document</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Provide solicited information in survey</li></ul>	<ul style="list-style-type: none"><li>• N/A</li></ul>

#### 3.4.2.4.2 Current State Analysis Requirements & Notes



Tyler Change Management Lead will review the Survey material with the City and Tyler Project Managers prior to distribution to City  
The City Project Manager will provide Tyler Change Management Lead with the appropriate distribution list for the Organizational Change Assessment Study Survey  
The City will make resources available for assessment input and encourage participation

### 3.4.2.5 Fundamental Process Introduction

Fundamentals Process Introduction provides City Functional Leads and Power Users an overall understanding of Tyler software capabilities prior to beginning future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. During the introductory sessions, Tyler Consultants will demonstrate major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's software.

#### 3.4.2.5.1 Fundamental Process Introduction Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Communicate schedules and ensure resources are available</li> <li>Validate that pre-requisites are completed by due date</li> </ul>	<ul style="list-style-type: none"> <li>Validate pre-requisites provided as required</li> <li>Validate sessions scheduled</li> <li>Validate agendas uploaded to SharePoint site two (2) weeks in advance</li> <li>Validate Implementation database is ready and available for sessions</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend Fundamental Process Introduction sessions</li> <li>Include Subject Matter Experts, as needed</li> </ul>	<ul style="list-style-type: none"> <li>Create agendas and review with Project Manager</li> <li>Ensure Implementation database has appropriate data for Fundamental Process Introduction sessions</li> <li>Conduct sessions</li> <li>Document questions and/or findings from sessions</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Attend Fundamental Process Introduction sessions</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.2.5.2 Fundamental Process Introduction Requirements & Notes

Fundamental Process Introduction is not intended as an analysis session and is primarily meant to reacquaint the City with the Tyler software prior to analysis

Tyler Consultants will use a database that is pre-populated with sample data for these sessions

Not every process or functional area will be covered, such as 3<sup>rd</sup> Party software, Self Service, Tyler Cashiering, Tyler Forms, CAFR Statement Builder, or Munis Analytics & Reporting

### 3.4.2.6 Future State Analysis

Tyler Consultants conduct sessions to demonstrate and help City Functional Leads evaluate options for new business process designs. Using the Requirements Traceability Matrix (DED-1-16), the City and Tyler will determine how functional requirements are met or if a new solution presented by Tyler may result in the requirement being disposed of after testing.

Sessions for each functional area will take into account cross-application activities and dependencies, information gathered from Current State Analysis, Customer Journey interviews, and other materials provided to Tyler. The Tyler Consultant will explain each screen and applicable field along with the purpose, available options, and considerations. During the sessions, Functional Leads may begin to make preliminary decisions about new processes and Tyler will document them as part of the process.

All findings and responses during the Future State Analysis sessions will be entered into the Future State Tab of the System Design Document for tracking and evaluation as the Tyler Consultants prepare for the System Design Tests once the analysis is complete.

#### 3.4.2.6.1 Future State Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Communicate schedules and ensure resources are available</li> <li>Validate that pre-requisites are completed by due date</li> </ul>	<ul style="list-style-type: none"> <li>Validate pre-requisites provided as required</li> <li>Validate sessions scheduled</li> <li>Validate agendas uploaded to SharePoint site two (2) weeks in advance</li> <li>Validate Implementation database is ready and available for sessions</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend Future State Analysis sessions</li> <li>Include Subject Matter Experts, as needed</li> </ul>	<ul style="list-style-type: none"> <li>Create agendas and review with Project Manager</li> <li>Conduct sessions</li> <li>Document questions, decisions, issues, and/or outcomes from sessions</li> </ul>



Project Role(s)	City Responsibility	Tyler Responsibility
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Attend Future State Analysis sessions</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.2.6.2 Future State Analysis Requirements & Notes

Future State Analysis sessions are critical sessions in the process of reaching the City's stated goals and Evolution Plan and as such, require that attendees are willing to consider new options and solutions for meeting business needs

#### 3.4.2.7 Chart of Accounts Design

The Chart of Accounts (COA) provides the overall organizational structure and reporting for General Ledger accounts to meet the business processing needs of the City. This includes all financial, payroll, and revenue data. This task will start off with Tyler conducting an analysis of the City's current COA including all hierarchies of funds, objects, user codes, projects, grants, GL codes, subsidiaries, index codes and all related data elements as they are currently defined in the City's COA.

Initial COA meetings, led by Tyler, will occur with each City Department to discuss the current COA structure and individual departmental needs. Tyler will take notes for each meeting and document a summary as part of the Current State tab in the System Design Document. Additional information related to the Chart of Accounts will be gathered during the Current State Analysis of each functional area.

Tyler will conduct Future State Chart of Accounts design meetings with the designated COA Leads and present options and recommendations for the design of the new COA. These meetings will occur over several days and conclude Tyler Consultants assisting the City with the preparation of the COA Spreadsheet. The COA Spreadsheet is a tool utilized to help design the new Chart components, validate that each component has been met, and convert the Chart into Munis.

##### 3.4.2.7.1 Chart of Accounts Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Schedule resources for COA review and follow-up sessions</li> <li>Follow-up with department stakeholders to ensure timely feedback and decisions for the COA</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate Tyler resources for COA review and follow-up sessions with all city departments</li> <li>Load COA Workbook on Project SharePoint site</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend each Department COA meeting</li> <li>Review Tyler COA recommendations</li> <li>Validate design of COA</li> <li>Build COA Workbook</li> </ul>	<ul style="list-style-type: none"> <li>Discuss COA options across all departments</li> <li>Facilitate discussions on COA best practices across all departments</li> <li>Document summary recommendations</li> </ul>

Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>Review and confirm COA Workbook was loaded correctly</li> <li>Review COA desired design and outcomes during System Design Test</li> <li>Resolve issues identified during error report review and conversion validation</li> </ul>	<ul style="list-style-type: none"> <li>resulting from COA discussions</li> <li>Demonstrate COA options in Munis across all departments</li> <li>Assist City on preparing COA Workbook</li> <li>Review and validate COA spreadsheet</li> <li>Assist City in validating COA in Munis test/train</li> <li>Assist City in resolution of any issues</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Attend COA sessions, as needed</li> <li>Build COA Workbook, as assigned</li> </ul>	<ul style="list-style-type: none"> <li>Load converted COA into Munis test/train environment</li> </ul>

#### 3.4.2.7.2 Chart of Accounts Requirements & Notes

City will complete the Tyler Munis COA workbook as instructed by Tyler consultants. Tyler consultants will explain and follow up on any City questions related to most applicable configurations of the COA.

Tyler Consultants will review all state, federal, grantor, or other requirements for the City chart of accounts and ensure that the set up will be sufficient to handle any reporting (including CAFR reporting), tracking, budgeting and module integration needs and functional requirements of Client.

#### 3.4.2.8 Data Conversion Analysis

Tyler consultants will conduct data conversion analysis in coordination with the City. During the analysis, legacy data systems will be reviewed and Tyler Consultants, with assistance from City staff, will determine a plan for data conversion for each conversion option. A Data Conversion plan will be developed and will include:

- Scope of each data conversion option
- Level of detail to be converted
- Historical data to be converted
- Identification of current data sources
- Strategy and timing for data conversion and go-live cutoff

This Plan will be a subset of the Implementation Plan (DED 1-12) delivered at the end of Stage 2.

To assist with data conversions, Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available and required data elements. Conversion Schemas are distributed for all purchased conversions to help guide the data mapping process.



With assistance from City staff, Tyler consultants will develop conversion mapping documents to relate legacy system data with Tyler system data. Tyler's consultants will assist and make recommendations on the types and volume of data to be converted. Data crosswalks will be created when legacy data will be re-enumerated or translated into new values (i.e. renumbering vendor numbers or mapping existing payroll deduction codes into new schemes and numbering ranges).

### 3.4.2.8.1 Data Conversion Scope

The following Conversion Options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted Conversion Options or failing to adhere to the noted conversion requirements in Section 3.4.3.2.2 will be considered out of scope and will follow the process described in the Scope/Contract Change Process section.

Phase	Conversion ID	Description
1	Accounting Opt 1 - Actuals	General ledger – actual account summary balances at the monthly summary level for 3 years, to be populated in the GL Master and GL Master Balance tables
1	Accounting Opt 2 - Budgets	General Ledger – budgeted account balances at the monthly summary level for 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget.
1	Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
1	Accounts Payable Opt 1 Checks	Check History - after a successful AP Vendor Master conversion, the City provides AP Check information for conversion to related Munis Check Header and Check Detail tables. Check Header holds such data as vendor, warrant, check#, check date, overall amount, GL cash account/date, and clearance information. Check Detail holds related document/invoice numbers for each check. Up to 5 years.
1	Accounts Payable Opt 2 - Invoice	Invoice History - after a successful AP Vendor Master conversion, the City provides AP Invoice information for conversion to related Munis Invoice Header and Invoice Detail tables. General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record. Up to 5 years.
1	Accounts Payable Standard Master	Vendor master (names, addresses, SSN/FID, contacts, phone numbers, etc.), remittance addresses, YTD 1099 amounts
1	Capital Assets Std Master	Asset description, status, acquisition quantity, date, and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice), four GL orgs and objects, for Asset account, Contra account, Depreciation Expense account, and Accumulated

Phase	Conversion ID	Description
		Depreciation account, plus an addition org and object for purchase account (if desired), Comments.
1	Contracts	Contract header and detail with corresponding journal entry, as needed.
4	EnerGov Licensing & Regulatory Management	<ul style="list-style-type: none"> <li>• Business Entity (Only for Business Licensing)</li> <li>• License Master basic information</li> <li>• License Contacts <ul style="list-style-type: none"> <li>○ Unique (keyed) contacts converted to global contacts</li> <li>○ Non-keyed contacts converted to a Memo Custom Field or standard note</li> </ul> </li> <li>• Reviews and Approvals – Converted to Activity</li> <li>• Fees</li> <li>• Bonds and Escrow</li> <li>• Activities and Actions</li> <li>• Conditions</li> <li>• Notes</li> <li>• Holds</li> <li>• Initialized Workflows</li> <li>• Contractors</li> <li>• Business Types and NAICS Codes</li> <li>• Payment and Fee History</li> <li>• Code Case Master basic information</li> <li>• Code Requests</li> <li>• Code Case Contacts and Properties <ul style="list-style-type: none"> <li>○ Unique (keyed) contacts converted to global contacts</li> <li>○ Non-keyed contacts converted to a Memo Custom Field or standard note</li> </ul> </li> <li>• Parcels and Addresses</li> <li>• Meetings and Hearings</li> <li>• Violations <ul style="list-style-type: none"> <li>○ Fees</li> <li>○ Payments</li> <li>○ Notes</li> </ul> </li> </ul>
	EnerGov Permitting & Land Management	<ul style="list-style-type: none"> <li>• Permit Master basic information</li> <li>• Plan Master basic information</li> <li>• Plan &amp; Permit Contacts <ul style="list-style-type: none"> <li>○ Unique (keyed) contacts converted to global contacts</li> <li>○ Non-keyed contacts converted to a Memo Custom Field or standard note</li> </ul> </li> <li>• Sub-permit Associations – Visible in Workflow and Attached Records</li> <li>• Reviews and Approvals</li> <li>• Projects</li> <li>• Permit Renewals</li> <li>• Bonds and Escrow</li> <li>• Contractors</li> </ul>



Phase	Conversion ID	Description
		<ul style="list-style-type: none"> <li>• Initialized Workflows</li> <li>• Inspections and Inspection Cases</li> <li>• Meetings and Hearings</li> <li>• Activities and Actions</li> <li>• Conditions</li> <li>• Fees</li> <li>• Holds</li> <li>• Notes</li> <li>• Parcels and Addresses</li> <li>• Payments and Fee History</li> <li>• Zones</li> <li>• Code Case Master basic information</li> <li>• Code Requests</li> <li>• Code Case Contacts and Properties <ul style="list-style-type: none"> <li>○ Unique (keyed) contacts converted to global contacts</li> <li>○ Non-keyed contacts converted to a Memo Custom Field or standard note</li> </ul> </li> <li>• Violations <ul style="list-style-type: none"> <li>○ Fees</li> <li>○ Payments</li> <li>○ Notes</li> </ul> </li> </ul>
1	General Billing Opt 1 - Recurring Invoices	This includes invoices that are sent on a regular basis, usually monthly. These can be loaded into Munis and then generated, as needed, when the recurring charge is due. General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record.
1	General Billing Opt 2 - Bills	General information for the invoice is stored in a Header record, and line-specific information stored in a Detail record. General ledger (GL) information is included with this conversion so open invoices can be processed after conversion. Up to 5 years.
1	General Billing Std CID	This includes the demographic information for all customers in a legacy database.
5	Inventory Opt 1 - Commodity Codes	Commodity master information, including codes and descriptions, commodity type, acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags, some linked to the Fixed Assets module
5	Inventory Std Master	Location table, fifo table if data is provided (seldom), and backorder header and detail tables if data is provided (seldom). General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus, many accumulator buckets (MTD/YTD/SOY/SOM/LY received/ issued/ adjusted/ cost/ value), etc. FIFO data includes item, location, date, qty-

Phase	Conversion ID	Description
		received, unit cost, and quantity on hand.
3	Payroll - Accrual Balances	Employee Accrual Balances (Vacation, Holiday, and other Leave balances) are converted from legacy data to corresponding Munis tables. If provided, start-of-year, earned-to-date, and used-to-date can be converted, as well. If converted, accrual balances must be completed before the City goes Live on actual payroll runs. Accrual transaction history is not part of this option. If a City requests accrual history, it needs to be quoted by the conversion department.
3	Payroll - Accumulators	YTD, QTD, MTD Accumulators - Employee pay and deduction amounts (and sometimes amounts paid by the employer on behalf of the employee), are converted in this option. Though it is sometimes not so in the legacy system, each amount in Munis must be related to a specific pay or deduction code. The deduction code crosswalk used in Option 1 is used again here and in deduction history (option 5). A pay code crosswalk is usually provided, or else a single default code for all regular pay, plus any relevant noncash pay codes. Tax and retirement grosses may be converted or may be calculated afterward through a Munis process. If history conversions are also purchased, there is usually no need to provide separate source data for accumulators. Up to 5 years.
3	Payroll - Certifications	Employee Certifications and Expirations
2	Payroll - Check History	Payroll Check History - earnings and deductions in employee check history (with check# and check date), attached to a code.
3	Payroll - Deductions	Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information. NOTE: Unlike the conversion of any other module, payroll goes live in 2 steps. The employee master and deduction data are accepted and maintained in both legacy and Munis systems for 1 to several months, to give the City time to create Munis pay records for their employees and do parallel payroll runs.
3	Payroll - Earning/Deduction History	Payroll Earnings and Deductions History - earnings and deductions in employee check history (with check# and check date), attached to a code. Up to 5 years.
3	Payroll - Education	Employee Education History
3	Payroll - PM Action History	Information on various types of personnel actions, such as job or salary changes, along with dates. These are converted into Munis personnel action records as though they had happened within the Munis application. Up to 5 years.
3	Payroll - Position Control	Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step. This conversion, when purchased, is done at the



Phase	Conversion ID	Description
		beginning with employee master and employee deductions and taken over by the City before they can begin to create employee pay records.
3	Payroll - Recruiting	Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interview
3	Payroll - Standard	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.
3	Payroll - State Retirement Tables	Deals with the Munis screens that hold specific state-required data, plus related service years information, when appropriate.
1	Project Grant Accounting - Actuals	After the Project Ledger is set up, and a crosswalk created between legacy accounts and Munis accounts, balances to be populated in the Munis Project Ledger tables. Up to 3 years.
1	Project Grant Accounting - Budgets	After the Project Ledger is set up, and a crosswalk created between legacy accounts and Munis accounts, budgeted balances, to be populated in the Munis Project Ledger tables. Up to 3 years.
1	Project Grant Accounting Standard	Conversion from City completed PGA Excel spreadsheet for setup information for segments, account strings and FS Allocation table.
1	Purchase Orders - Standard	Open purchase orders with encumbrances, including blanket POs, as necessary.
2	Utility 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.
2	Utility Billing - Backflow	Account information, backflow device information, backflow type, and backflow violations.
2	Utility Billing – Balance Forward AR	Total balance due on the account, or by charge code. If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code.
2	Utility Billing – Consumption History	History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes. Up to 5 years.
2	Utility Billing – Service Orders	Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading.
2	Utility Billing - Standard	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.

#### 3.4.2.8.2 Data Conversion Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Coordinate resources</li><li>• Review and approve Data Conversion Plan</li></ul>	<ul style="list-style-type: none"><li>• Coordinate resources</li><li>• Develop Data Conversion Plan</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Participate in planning discussions</li><li>• Make decisions on data conversion plans</li><li>• Identify current data to be converted</li></ul>	<ul style="list-style-type: none"><li>• Review contracted data conversions</li><li>• Review current data sources</li><li>• Provide recommendations for data conversion</li><li>• Provide conversion specifications and guidelines</li><li>• Develop data conversion mapping and crosswalks</li><li>• Provide guidance on proofing methods and tools for data conversion</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Assist in identifying current data to be converted</li></ul>	<ul style="list-style-type: none"><li>• N/A</li></ul>

#### 3.4.2.8.3 Requirements/Notes

N/A

#### 3.4.2.9 Tyler Forms Analysis

Tyler Forms are the output documents intended for distribution to employees, customers and vendors that are generated from within the system (i.e. checks, W2s, invoices). For each of the Tyler Forms Libraries in scope, Tyler will provide Forms kits and perform the analysis on each form. Forms kits provide the various forms layouts, processing options (email, printer routing, etc.) and any special processing or handling needs.

##### 3.4.2.9.1 Tyler Forms Scope

Tyler's Form Libraries are based on delivering the specific form quantities listed below. Additional formats of forms listed below are considered additional scope. Custom forms, where custom designs are not required to meet any of the agreed to Functional Requirements, require a change order. Tyler Forms requires the use of approved printers defined in Appendix 3: Hardware Requirements.

Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.



Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B, and 1095C.

Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.

General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 UB Receipt, 1 Lien Letter, 1 UB Delinquent Notice, 1 Door Hanger, 1 Final Utility Bill

Tyler Forms Signature Digitization – two (2) signatures included

### 3.4.2.9.2 Forms Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate resources</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review Tyler Forms Library kits, available layouts and processing options</li> <li>Mock-up Forms Kit templates</li> <li>Complete Tyler Forms Kits</li> </ul>	<ul style="list-style-type: none"> <li>Lead Tyler Forms Library kits, available layouts and processing option analysis</li> <li>Provide forms design consultation and recommendations during module analysis</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

### 3.4.2.9.3 Requirements/Notes

The analysis and review of each of the forms kits will occur during the as-is and to-be stage analysis for each of the applicable modules

### 3.4.2.10 Security Analysis

Module security needs are defined during Security Analysis. All access roles and permissions are reviewed, and options are discussed to be implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each Phase. As part of the security analysis, Tyler will provide a security matrix to assist City to identify appropriate permissions and roles needed to meet City business processes. The completed security matrix will be used as the starting point to complete role security within Tyler's system.

#### 3.4.2.10.1 Security Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate resources</li> <li>Provide Role Security template</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend meetings</li> <li>Make security decisions</li> </ul>	<ul style="list-style-type: none"> <li>Review City business process and facilitate</li> </ul>

	<ul style="list-style-type: none"> <li>Document security decisions in security matrix</li> </ul>	<ul style="list-style-type: none"> <li>process to define user access roles and permissions</li> <li>Identify correct Munis module security features to match to roles and City business process decisions</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

#### 3.4.2.10.2 Requirements/Notes

N/A

#### 3.4.2.11 Workflow Analysis

Workflow business rules are defined during Workflow Analysis and users will be trained how to set up all workflow functionality to accommodate Client's business practices. All available workflow options are reviewed and discussed to be implemented along with their particular module analysis and setup training sessions for each Phase. As part of the workflow analysis, Tyler will provide a Workflow matrix to assist City to identify appropriate workflow roles and process configurations to meet City business processes. The completed Workflow matrix will be used as the starting point to complete Workflow within Tyler's system.

##### 3.4.2.11.1 Workflow Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate resources</li> <li>Provide Workflow matrix</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend meetings</li> <li>Make workflow decisions</li> <li>Document workflow decisions in workflow matrix</li> </ul>	<ul style="list-style-type: none"> <li>Review City business process and facilitate process to define new Munis workflows</li> <li>Identify correct Munis workflow features to match to users and City business process decisions</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

##### 3.4.2.11.2 Requirements/Notes

N/A



### 3.4.2.12 Report Analysis

Current City reporting needs will be reviewed and analyzed for the modules being implemented within each Phase. All required reports identified by City will be analyzed during their particular module analysis and setup training sessions. As part of the report analysis, Tyler will develop a report inventory to assist City to identify available and custom reports required to meet City business processes.

The report inventory will list the required reports to either be cross-referenced to an existing report, query, Cubes or identified as a report that needs to be created. The City will utilize this report inventory to assist in determining which reports will be created by City staff and which reports will be created by Tyler resources through utilizing the available Report Writing Budget (Reporting & Hub Development). Additionally, City will be allowed access to Tyler-provided database views for ODBC connections to assess other 3<sup>rd</sup>-party report writing tools already in use.

#### 3.4.2.12.1 Report Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Initiate Scope/Contract Change Process for any desired custom reports</li><li>• Approve or reject custom reporting quotes</li></ul>	<ul style="list-style-type: none"><li>• Assist with the Scope/Contract Change Process for authorized custom reports</li><li>• Identify and track custom reports in the Project Schedule</li><li>• Track and report available reporting budget</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Attend meetings</li><li>• Discuss and review current reporting needs and requirements</li><li>• Provide examples of required reports, reporting parameters and output frequency</li><li>• Review reports identified as custom and determine reports to be developed by Tyler</li></ul>	<ul style="list-style-type: none"><li>• Review City business process and facilitate process to inventory current reporting needs</li><li>• Develop report inventory to track reporting needs</li><li>• Cross-reference and identify reports as being standard available reports, available queries or as custom to meet to City business processes</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• N/A</li></ul>	<ul style="list-style-type: none"><li>• Review and custom reporting requests</li><li>• Provide quotes for custom reporting requests</li><li>• Develop specification for approved custom reports</li></ul>

#### 3.4.2.12.2 Requirements/Notes

N/A

### 3.4.2.13 Standard Import, Export and Interface Analysis

Standard imports and exports are defined as programs that exist in the system for any customer to use as needed. These standard imports and exports either utilize defined file layouts or provide flexible layouts that City users can manipulate to meet the needs of the 3<sup>rd</sup> party system. So long as a 3<sup>rd</sup> party system integrating with Tyler's system can use the existing formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3<sup>rd</sup> party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will review, document and inventory the standard imports, exports and interfaces that will be used by the City through reviewing and cross-referencing the RFP checklist and City interviews. Tyler's staff will also document and train on the standard import and export functionality use within the contracted modules, such that the City understands the capabilities and how to utilize the respective import or export program.

For each standard interface, Tyler recommends that City has an active support agreement with the third-party system and for City to be on a current version actively supported by the manufacturer/developer of the product installed. City understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process section.

#### 3.4.2.13.1 Standard Import, Export, and Interface Analysis Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Coordinate resources</li></ul>	<ul style="list-style-type: none"><li>• Coordinate resources</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Identify requirements for imports, exports and interfaces</li><li>• Coordinate third party interface needs/development as needed</li></ul>	<ul style="list-style-type: none"><li>• Review existing standard interface options within Tyler's system</li><li>• Document and inventory the standard imports, exports and interfaces that will be used</li><li>• Create training guides on City use</li><li>• Train on the functionality and use of each import or export program to be used</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• N/A</li></ul>	<ul style="list-style-type: none"><li>• Review existing standard interface options within Tyler's system</li><li>• Document and inventory the standard imports, exports and interfaces that will be used</li><li>• Create training guides on City use</li></ul>



Project Role(s)	City Responsibility	Tyler Responsibility
		<ul style="list-style-type: none"> <li>Train on the functionality and use of each import or export program to be used</li> </ul>

#### 3.4.2.13.2 Requirements/Notes

It is assumed that the City will continue to manage existing 3<sup>rd</sup> party relationships, agreements and communications

#### 3.4.2.14 Program Modifications and Custom Interface Analysis

Program modification or custom interfaces ("Program Modifications") require changes or additions in program functionality to affect some new, desired result within Tyler's system. There are no Program Modifications considered to be in the scope of this project. Any additional Program Modifications identified and not listed in these sections must follow the process outlined in the Management Plan, subset Plan: Scope Management Plan, section: Scope Change.

Depending on the timing of any scope change request for modifications of custom interfaces, delivery of these items may occur Post-Production Cutover.

#### 3.4.2.15 Establish Requirements Traceability Matrix (RTM) Baseline

Tyler will create a tracking and reporting system based on Client's functional requirement checklist known as a Requirements Traceability Matrix ("RTM") (DED-14) to ensure each requirement where Tyler affirmatively responded to have been satisfied within the project. Similarly, through this effort City and Tyler will work together to document any requirements that are determined during the project to be no longer required by Client.

The RTM will be used during the System Design Test process and as such, Client-specific test scripts will be developed as described in the Quality Management Plan, given unique identifiers and aligned to the functional requirement checklist responded to by Tyler and to document the results of the tests. During the System Design Test, City and Tyler staff will validate and update the RTM.

##### 3.4.2.15.1 Establish Requirements Traceability Matrix (RTM) Baseline Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Review and approve RTM baseline</li> </ul>	<ul style="list-style-type: none"> <li>Review the RTM baseline</li> <li>Create plan for addressing RTM baseline Issues</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review and understand functional requirements</li> <li>Ensure test scripts align to associated functional requirements</li> </ul>	<ul style="list-style-type: none"> <li>Review and understand functional requirements and in scope modifications</li> <li>Align and update RTM baseline with respective System Design Test scripts</li> </ul>

Project Role(s)	City Responsibility	Tyler Responsibility
		<ul style="list-style-type: none"> <li>• Create RTM baseline based on Tyler's RFP checklist response and in scope modifications</li> <li>• Post RTM baseline on project SharePoint site</li> </ul>
Subject Matter Experts / Others		

#### 3.4.2.15.2 Establish Requirements Traceability Matrix (RTM) Baseline Requirements/Notes

Tyler's staff will create the initial RTM Baseline based on Tyler's response to the functional requirements attached to this Agreement as Exhibit F – Functional Requirements

The Requirements Traceability Matrix (DED-14) will be delivered as part of Stage 3 – Build & Validate, once all requirements have been validated

#### 3.4.2.16 System Design Test

The System Design Test is designed to test and prove the process decisions made during the Current and Future State Analysis. System Design Testing begins with the setup of the system based on the desired to-be decisions. City representative data is entered into the system and Client-specific test scripts are used to validate the outcome of the desired system setup.

Throughout the System Design Test process, City may elect to change desired setup or processing decisions. Any changes to the system configuration will be reflected and updated in the by Tyler in the City decisions section of the Tyler Best Practice Recommendations document.

Upon completion of the System Design Test, implementation activities such as data conversion validation, process training and further testing of the system will begin.

The System Design Test is completed on a clean database with a subset of hand entered (not converted) data that is representative of City data, including a subset of the Chart of Accounts during the Financials phase. This ensures that City is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff.

Tyler Consultants will configure the system and build representative data sets to support the System Design Test process within the Test environment. City Project Team will participate in the System Design Test process by validating the outcome of the test scripts, validating functional requirements in the Requirements Traceability Matrix and noting any desired changes to the setup of the system. Significant changes to the setup of the system will be re-tested to validate the desired outcome. Output data created through each of key process will be sent to the Tyler Forms team to merge City data to the respective Forms Libraries within the scope of the project.

##### 3.4.2.16.1 System Design Test Roles & Responsibilities



Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate resources</li> <li>• Ensure decisions are made in accordance with the project schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate resources</li> <li>• Ensure decisions are made in accordance with the project schedule</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Assist in system setup and data population, as desired</li> <li>• Participate in sessions</li> <li>• Assess project decisions and validate/correct project decisions.</li> <li>• Participate in retesting for any changes to significant setup decisions</li> <li>• Validate the working Requirements Traceabilities Matrix</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitate and lead SET process</li> <li>• Configure the system and build representative data sets</li> <li>• Document results from Test, including module integration testing</li> <li>• Re-perform Test for any changes to major decisions</li> <li>• Update Tyler Best Practice Recommendations document as required</li> <li>• Send forms output data to Tyler Forms team for each form in the scope of the respective Phase</li> <li>• Update the Requirements Traceabilities Matrix, as needed</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Provide feedback on any missing data and scenario testing for System Design Test Scripts</li> </ul>	<ul style="list-style-type: none"> <li>• Tyler Forms creates form designs from City mock-ups</li> <li>• Tyler Forms merges data from Test with Form designs</li> </ul>

#### 3.4.2.16.2 System Design Test Requirements & Notes

It is assumed that City has reviewed and approved necessary data scenarios and that are representative of City requirements

There will be certain data objects, such as employees, that standard data imports will be used to create the initial test data sets

The City Functional Leads will make decisions on all processes as an output of the System Design Test by the completion date in the Project Plan

Failure to finalize decisions may cause a delay in the Project schedule

Process decisions from the System Design Test will drive training, process document development, testing, data conversions, and other key processes

#### 3.4.2.17 Change Impact Report (DED-07)

Tyler Consultants will compile information from all system design elements, including the System Design Test, with completed City decisions. Working with the Tyler Change Management Lead, Tyler Consultants

will collaborate to identify and document the significant procedural impact points throughout the City resulting from new processes. The Change Impact Report (DED-07) will be formally reviewed with the City to ensure a thorough understanding of the ramifications of identified process changes.

#### 3.4.2.17.1 Change Impact Report (DED-07) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources for formal review of Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Review Change Impact Report (DED-07)</li> <li>Create plan for addressing Issues</li> <li>Deliver Change Impact Report (DED-07)</li> <li>Initiate workflow acceptance for DED-07</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend formal review of Change Impact Report (DED-07)</li> <li>Evaluate need for further internal discussions</li> </ul>	<ul style="list-style-type: none"> <li>Write Change Impact Report (DED-07) and review with Tyler PM</li> <li>Facilitate and lead review of Change Impact Report (DED-07)</li> <li>Ensure information becomes part of Process Change Management Plan (subset of Implementation Plan (DED-1-12))</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review Report</li> </ul>	<ul style="list-style-type: none"> <li>Review Report</li> </ul>

#### 3.4.2.17.2 Change Impact Report (DED-07) Requirements & Notes

The Change Impact Report will contain an overview of the approved, changed business process, as well as the impacted groups, impact rating, and a suggested timing for Change Management action

#### 3.4.2.18 System Design Document (DED-08)

Tyler Consultants will finalize all information from the Current State and Future State spreadsheet tabs based on the approved outcome of the System Design Test. This System Design Document (DED-08) will capture the information that was gathered during Analysis sessions with the City, City decisions, process outlines, and the translation of those decisions to settings in Tyler software.

Any changes to the System Design once the Deliverable is accepted will follow the Change Control Process defined in the Change Control Management Plan, a subset of the Management Plan (DED-03). The changes will be documented by Tyler Consultants during the active phase and the document change control feature will be utilized to track the change.

##### 3.4.2.18.1 System Design Document (DED-08) Roles & Responsibilities



Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources for internal review of Deliverable</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Review System Design Document (DED-08)</li> <li>Create plan for addressing Issues</li> <li>Deliver System Design Document (DED-08)</li> <li>Initiate workflow acceptance for DED-08</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend internal review of System Design Document (DED-08)</li> </ul>	<ul style="list-style-type: none"> <li>Write System Design Document (DED-08) and review with Tyler PM</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review System Design Document (DED-08)</li> </ul>	<ul style="list-style-type: none"> <li>Review System Design Document (DED-08)</li> </ul>

#### 3.4.2.18.2 System Design Document (DED-08) Requirements & Notes

The System Design Document deliverable will be comprised of three (3) tabs in a Microsoft Excel Workbook: Current State, Future State, System Settings  
Other tabs, such as screen shots, code mapping, etc. will be added after the deliverable is accepted

#### 3.4.2.19 Business Process Improvement Report (DED-09)

Once the System Design Test and System Design Document are complete, Tyler Consultants will prepare a Business Process Improvement Report (DED-09) outlining the business process improvements and major adjustments resulting from the business process redesign that has just been completed. This Report is intended to provide the City Project Sponsor and Stakeholders with tangible reporting information to support the continued Project investment and progress.

##### 3.4.2.19.1 Business Process Improvement Report (DED-09) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	<ul style="list-style-type: none"> <li>Review Business Process Improvement Report (DED-09)</li> </ul>	<ul style="list-style-type: none"> <li>Review Business Process Improvement Report (DED-09)</li> </ul>
Steering Committee	<ul style="list-style-type: none"> <li>Business Process Improvement Report (DED-09)</li> </ul>	<ul style="list-style-type: none"> <li>Business Process Improvement Report (DED-09)</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources for internal review of Business Process Improvement Report (DED-09)</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Review Business Process Improvement Report (DED-09)</li> <li>Create plan for addressing Issues</li> <li>Deliver Business Process Improvement Report (DED-09)</li> </ul>

Project Role(s)	City Responsibility	Tyler Responsibility
		<ul style="list-style-type: none"> <li>Initiate workflow acceptance for DED-09</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend internal review of Business Process Improvement Report (DED-09)</li> </ul>	<ul style="list-style-type: none"> <li>Write Business Process Improvement Report (DED-09) and review with Tyler PM</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review Business Process Improvement Report (DED-09)</li> </ul>	<ul style="list-style-type: none"> <li>Review Business Process Improvement Report (DED-09)</li> </ul>

#### 3.4.2.19.2 Business Process Improvement Report (DED-09) Requirements & Notes

N/A

#### 3.4.2.20 Implementation Plan (DED-10)

The Implementation Plan (DED-10) will be developed using the details compiled from each analysis session that occurred during the Assess & Define Stage. This approach allows the Tyler Project Manager to develop a detailed plan that specifically addresses and covers each City component that must be covered in the Implementation Plan, including:

- Conversion Plan
- Integration Plan
- Testing Plan
- Interface Plan
- Forms Plan
- Reports Plan
- System Build Plan
- Process Change Management Plan

Each subset Plan will contain specific City details based on decisions made and accepted during analysis. Once this Plan is accepted, the City and Tyler can confidently move to the Build & Validate Stage.

##### 3.4.2.20.1 Implementation Plan (DED-10) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Review Implementation Plan (DED-10)</li> </ul>	<ul style="list-style-type: none"> <li>Review Implementation Plan (DED-10)</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources for internal review of Implementation Plan (DED-10)</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Review Implementation Plan (DED-10)</li> <li>Create plan for addressing Issues</li> <li>Deliver Implementation Plan (DED-10)</li> <li>Initiate workflow acceptance for DED-10</li> </ul>



Project Role(s)	City Responsibility	Tyler Responsibility
Functional Leads	<ul style="list-style-type: none"> <li>Attend internal review of Implementation Plan (DED-10)</li> </ul>	<ul style="list-style-type: none"> <li>Write Implementation Plan (DED-10) and review with Tyler PM</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Review Implementation Plan (DED-10)</li> </ul>	<ul style="list-style-type: none"> <li>Review Implementation Plan (DED-10)</li> </ul>

#### 3.4.2.20.2 Implementation Plan (DED-10) Requirements & Notes

N/A

#### 3.4.2.21 Stage 2: Assess & Define Control Point

##### 3.4.2.21.1 Stage 2: Assess & Define Deliverables

Organizational Change Assessment Study (DED-04)  
System Deployment & SaaS Installation Report (DED-06)  
Change Impact Report (DED-07)  
System Design Document (DED-08)  
Business Process Improvement Report (DED-09)  
Implementation Plan (DED-10)

- Conversion Plan
- Integration Plan
- Testing Plan
- Interface Plan
- Forms Plan
- Reports Plan
- System Build Plan
- Process Change Management Plan

##### 3.4.2.21.2 Stage 2: Assess & Define Outcomes

The new City processes have been defined, tested, and approved for system build and subsequent testing  
System Configuration is defined and prepared for entry in Production  
Plans are in place to handle all remaining in-scope activities  
Requirements Traceabilities Matrix is updated with final requirements decisions  
City and Tyler Project members have a clear understanding of the new City processes

##### 3.4.2.21.3 Stage 2: Assess & Define Acceptance Criteria

Customer Process Storyboarding is complete  
City can access Tyler environments  
Organizational Change Assessment Study (DED-04) delivered and accepted  
Chart of Accounts analysis, workbook build, and data conversion has completed  
Current and Future State Analysis is complete  
Authorization to load Chart of Accounts in Production sign-off received from City

System Design Tests completed to City's satisfaction  
 Change Impact Report (DED-07) delivered and accepted  
 Requirements Traceability Matrix baseline is being updated with City decisions  
 System Design Document (DED-08) delivered and accepted  
 Business Process Improvement Report (DED-09) delivered and accepted  
 Implementation Plan (DED-10) delivered and accepted

### 3.4.3 Stage 3: Build & Validate

#### 3.4.3.1 Application Configuration

Tyler Consultants will train City on all system setup tables based on the analysis, plans and approved System Design Document. Tyler and City staff together will enter codes into the Production database, with Tyler's staff performing the majority of the setup tables (excluding workflow, security roles and permissions) and the City reviewing and validating the overall system setup. With guidance from Tyler, City will be responsible for building, maintaining and assigning applicable workflow, security roles and permissions to system users.

##### 3.4.3.1.1 Application Configuration Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources Application Configuration training</li> <li>Coordinate resources for building, maintaining and assigning applicable workflow, security roles and permissions</li> <li>Monitor and track City review of Tyler's Configuration build</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate resources Application Configuration training</li> <li>Coordinate resources Application Configuration build</li> <li>Validate City review of build</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Monitor and track Tyler's Configuration build</li> <li>Attend Configuration training</li> </ul>	
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Monitor and track Tyler's Configuration build</li> <li>Attend Configuration training</li> </ul>	<ul style="list-style-type: none"> <li>Conduct Application Configuration Training</li> <li>Build Application Configuration tables</li> </ul>

##### 3.4.3.1.2 Application Configuration Scope

Setup Tables  
 Workflow  
 Security Roles & Permissions



#### 3.4.3.1.3 Application Configuration Requirements & Notes

The City may decide to participate in building Configuration tables with Tyler to build familiarity with the process

It is assumed that updates to workflow rules, security roles, code tables or processing parameters will occur regularly throughout the remainder of the project, including post-live, through the results of planned testing and training activities

#### 3.4.3.2 Data Conversion & Validation

The data conversion process involves Tyler's Conversion Lead and Data Conversion Team writing custom conversion programs to consume and prepare the legacy system data to be migrated into Tyler's system. City staff are responsible for extracting data from the legacy system with the Tyler Conversion Lead's guidance. Each extract must follow a mutually agreed to format, defining the file layouts of the provided data and include running the applicable balancing reports and record counts at the time of data extraction. City staff will upload the legacy system data and control totals to Tyler's Kite Works site using a uniquely provided user name and password.

Tyler's Conversion staff will use the extracted legacy data file layouts and conversion mapping with the provided legacy system data to develop custom data conversion programs to create data files that will be subsequently inserted into a test database. During the data conversion process, Tyler's Conversion staff will execute the conversion programs against the provided data, perform data scrubbing and validation routines in the process of preparing the data to populate the respective database tables. Upon the conclusion of the data conversion process, a data conversion package will be created that will be made available in Tyler's Managed Internet Updater (MIU) for the Tyler Technical Lead to process against the desired test database. The conversion package will contain the necessary data files, control totals and counts, and error/warning reports on any data issues.

Tyler's Consultants will review the control reports and error/warning logs to assist City in resolving or identifying data issues for subsequent data submissions. Additionally, Tyler will train City on all initial conversion passes so that City has the knowledge necessary to use of all programs needed to proof conversion data, including maintenance, inquiry, and reporting programs within each respective module.

The process described above will continue in an iterative manner until all data issues have been resolved or a plan is developed on managing data scenarios in a live setting. The estimated turnaround time for the first conversion pass is 6 weeks from initial submission. Subsequent corrective data passes are estimated to have a 1- to 2-week turnaround, depending on the nature of the issues being addressed. Each conversion pass submission and delivery will be detailed in the project schedule. Data conversion options identified as likely problematic from a legacy system perspective or typically needing more passes from Tyler's perspective may have more data passes built into the schedule.

City is responsible for proofing conversion data and signing off before the conversions are loaded into the Live/Production environment.

#### 3.4.3.2.1 Data Conversion Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate resources</li> <li>• Review Conversion Plan</li> <li>• Review and provide authorization to proceed to final conversions before pre-live</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate resources</li> <li>• Update Conversion Plan with resolving any necessary data issues in Production setting</li> <li>• Coordinate database refreshes, as needed</li> <li>• Coordinate conversion MIUs with Tyler Technical Lead</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Produce reports from the legacy system at the time of data extraction</li> <li>• Utilize control reports, filtering techniques, comparison reports and visual inspection as instructed by Tyler for each conversion pass</li> <li>• Document and submit needed corrections to conversion</li> <li>• Perform data conversion validations and proofing in an iterative manner until the final data pass</li> <li>• Review and provide authorization to proceed to final conversions before pre-live</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in reviewing error/warning reports, conversion validation and proofing</li> <li>• Assist in the development of plans for resolving data issues in a live</li> <li>• Coordinate database refreshes, as needed, with Tyler PM</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Perform data conversion validations and proofing in an iterative manner until the final data pass</li> </ul>	<ul style="list-style-type: none"> <li>• Train City on methods for loading, validating converted data</li> <li>• Coordinate conversion MIUs</li> </ul>

#### 3.4.3.2.2 Data Conversion Requirements & Notes

The following assumptions have been made in providing fixed-priced data conversions:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate



- Conversion validation is performed after each pass of converted data is loaded into a testing database

### 3.4.3.3 Process Manuals (DED-11)

Tyler Consultants will update baseline Munis Procedure Documentation to reflect specific City processes based on final decisions as documented in the accepted System Design Document (DED-08). These Process Manuals (DED-11) will be used during to assist with Process Training and subsequent to Implementation for general process documentation. The documents will be updated a final time during Implementation stage if in-scope modifications impact the respective documented processes.

#### 3.4.3.3.1 Process Manuals (DED-11) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate resources for internal review of Process Manuals (DED-11)</li> <li>• Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>• Review Process Manuals (DED-11)</li> <li>• Create plan for addressing Issues</li> <li>• Deliver Process Manuals (DED-11)</li> <li>• Initiate workflow acceptance for DED-11</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Conduct internal review of Process Manuals (DED-11)</li> <li>• Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>• Write Process Manuals (DED-11)</li> <li>• Make corrections to documents as reported by Cirt</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Conduct internal review of Process Manuals (DED-11)</li> <li>• Notify Tyler of any issues with Deliverable</li> </ul>	

#### 3.4.3.3.2 Process Manuals (DED-11) Requirements & Notes

City-representative data and screenshots will be used in the Process Manuals, not generic data and screenshots

The processes that will be included in Process Manuals are outlined in Appendix 2

### 3.4.3.4 End User Guides (DED-12)

Tyler Consultants will create streamlined and easy-to-follow process guides for End Users based on the accepted System Design Document (DED-10). These End User Guides (DED-1-14) will be used during to assist with End User Training and subsequent to Implementation for general process documentation.

#### 3.4.3.4.1 End User Guides (DED-12) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources for internal review of End User Guides (DED-12)</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Review End User Guides (DED-12)</li> <li>Create plan for addressing Issues</li> <li>Deliver End User Guides (DED-12) Initiate workflow acceptance for DED-12</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Conduct internal review of End User Guides (DED-12)</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Write End User Guides (DED-12)</li> <li>Make corrections to documents as reported by City</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Conduct internal review of End User Guides (DED-12)</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	

#### 3.4.3.4.2 End User Guides (DED-12) Requirements & Notes

City-representative data and screenshots will be used in the Guides, not generic data and screenshots

End User processes that will be included in the Guides will those listed in Appendix 2

#### 3.4.3.5 Process Validation

In order to conduct Process Validation, appropriate City Staff tasked with the validation need to be trained in the Tyler applications. Tyler Consultants conduct formal classroom training for the City on the key processes and reporting within and between each module. Process training is organized and based on the System Design Document and Process Manuals. The selected City Staff will be trained on completing processes within the system to gain a deeper understanding of the system and to further validate the system configuration and Future State business process decisions.

##### 3.4.3.5.1 Process Validation Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Mutually develop training schedule</li> <li>Coordinate resources</li> </ul>	<ul style="list-style-type: none"> <li>Mutually develop training schedule</li> <li>Coordinate resources</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review training agendas and provide feedback</li> <li>Complete prerequisites</li> <li>Distribute/print training materials as needed</li> <li>Attend training on completing processes</li> </ul>	<ul style="list-style-type: none"> <li>Develop training agendas, including any prerequisites</li> <li>Review and prepare training materials (Process Manuals and relevant Knowledgebase documents)</li> </ul>



Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>Identify any required updates to the Process Manuals</li> <li>Identify setup or policy discrepancies</li> </ul>	<ul style="list-style-type: none"> <li>Deliver training per the agendas</li> <li>Update Process Manuals as necessary</li> <li>Assist in resolving setup or desired policy changes impact the system</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Provide user assistance and monitoring in larger classroom setting</li> </ul>	<ul style="list-style-type: none"> <li>Deliver training per the agendas</li> </ul>

#### 3.4.3.5.2 Process Validation Requirements & Notes

It is assumed that all City users participating in training will have access to the respective training environment prior to training

Project Team members should attend all training that may have relevance to their functional area

A City manager or member of the City Project Team will be in each session in order to answer policy related questions

#### 3.4.3.6 User Acceptance Test Plan (DED-13)

Tyler Consultants will develop a User Acceptance Test Plan (DED-13) outlining the specific process areas that will be tested. The purpose to the User Acceptance Test Plan is to provide a structured outline for testing processes, system setup, workflow, and other mutually identified critical components.

##### 3.4.3.6.1 User Acceptance Test Plan (DED-13) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Coordinate resources for internal review of User Acceptance Test Plan (DED-13)</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Review User Acceptance Test Plan (DED-13)</li> <li>Create plan for addressing Issues</li> <li>Deliver User Acceptance Test Plan (DED-13)</li> <li>Initiate workflow acceptance for DED-13</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Conduct internal review of User Acceptance Test Plan (DED-13)</li> <li>Provide input to Tyler on critical testing areas</li> <li>Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>Write User Acceptance Test Plan (DED-13)</li> <li>Make corrections to documents as reported by City</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Conduct internal review of User Acceptance Test Plan (DED-13)</li> </ul>	<ul style="list-style-type: none"> <li>Write User Acceptance Test Plan (DED-13)</li> </ul>

Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>• Provide input to Tyler on critical testing areas</li> <li>• Notify Tyler of any issues with Deliverable</li> </ul>	<ul style="list-style-type: none"> <li>• Make corrections to documents as reported by City</li> </ul>

#### 3.4.3.6.2 User Acceptance Test Scripts (DED-13) Requirements & Notes

Should City decide to develop UAT Scripts, Tyler will provide guidance and baseline materials for use (i.e. System Design Test Scripts) from which the City may develop the UAT scripts

#### 3.4.3.7 Forms Build & Validate

Tyler's Forms Design team creates proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team merges the data extract from the System Design test with the proof according to the decisions and options documented in the Forms Kits during Tyler Forms analysis. The proofs are sent back to the City in an iterative process to review for accuracy or report any necessary adjustments. Once the Form proofs have been accepted, the respective Forms are loaded on the City's server for additional review and validation throughout the balance of the phase.

##### 3.4.3.7.1 Forms Build & Validate Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Accept form design and authorizes installation</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in coordination installation</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Validate form design, content and layout</li> <li>• Submit check forms to bank for approval</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in data mapping questions</li> <li>• Assist in issue resolution</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Validate form design, content and layout</li> </ul>	<ul style="list-style-type: none"> <li>• Tyler Forms creates form designs from City mock-ups</li> <li>• Tyler Forms merges data from System Design Test with Form designs</li> <li>• Tyler sends form design proofs for review and acceptance</li> <li>• Tyler Forms installs Forms Server on City Forms server</li> </ul> <p>Tyler installs Forms Library on City forms server</p>

##### 3.4.3.7.2 Tyler Forms Build & Validate Requirements & Notes



City must receive bank approval for all check forms a minimum of sixty (60) calendar days before live processing

### 3.4.3.8 Custom Reports Build & Validate

If Tyler is building custom reports for the City, they will have been identified in Report Analysis and are part of the Report Plan (subset of the Implementation Plan). Tyler's Report Writing Team will develop a specification outlining the purpose of each report, the cost for development, and approximate delivery date. Once the specification is approved, Tyler will write the report and at least once during the process, contact the City to confirm that the report is being developed as the City expects. When completed, Tyler will load the report on the City's server and demonstrate the functionality using City data. If the report does not function as outlined in the Specification, Tyler will correct it and return the report for retesting. If there are requests for changes to the Specification, Tyler may alter the cost and timeline for delivery.

#### 3.4.3.8.1 Forms Build & Validate Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>Review and accept report specification</li><li>Track Custom Report budget</li></ul>	<ul style="list-style-type: none"><li>Track Custom Report budget</li><li>Coordinate communication with Tyler Report Writer</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>Communicate Report requirements</li><li>Validate requirements in written specification</li><li>Validate Report meets Specification</li></ul>	
Subject Matter Experts / Others		<ul style="list-style-type: none"><li>Tyler Report Writer performs report analysis</li><li>Tyler Report Writer writes specification and quote</li><li>Tyler Report Writer develops report</li></ul> <p>Tyler Report Writer validates report meets requirements and specifications</p>

#### 3.4.3.8.2 Tyler Reports Build & Validate Requirements & Notes

Custom Reports must be identified during the Assess & Define Stage to be delivered in time for Production Cutover

There may be exceptions to this, but the City should plan to identify reporting needs early

### 3.4.3.9 System Build Validation & Test

To validate that the system build process has been completed accurately, including data conversions (not final, in all cases), forms, modifications (if any), and custom reports, Tyler and the City will use the User Acceptance Test Scripts (DED-1-15) to validate and test the system. Any issues will be tracked and processed for resolution.

This step, while not intended to deliver a final system, does ensure that when the Power Users and End Users are exposed to the system in Stage 5, it has been validated for process acceptance, data quality, and proper configuration, with limited errors.

#### 3.4.3.9.1 System Build Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Schedule Resources for System Build Validation Testing</li><li>• Ensure City resources have UAT scripts</li><li>• Monitor test results</li><li>• Escalate issues</li></ul>	<ul style="list-style-type: none"><li>• Schedule Resources for System Build Validation Testing</li><li>• Ensure City &amp; Tyler resources have UAT scripts</li><li>• Monitor test results</li><li>• Escalate issues</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Assist in System Build Validation Testing</li><li>• Track test results</li><li>• Escalate issues</li><li>• Approve configuration correction</li></ul>	<ul style="list-style-type: none"><li>• Lead System Build Validation Testing</li><li>• Track test results</li><li>• Escalate issues</li><li>• Correct configuration with Change Control</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Perform System Build Validation Testing</li><li>• Track test results</li><li>• Escalate issues</li></ul>	<ul style="list-style-type: none"><li>• Perform System Build Validation Testing</li><li>• Track test results</li><li>• Escalate issues</li></ul>

#### 3.4.3.9.2 System Build Requirements & Notes

System Build Validation & Test is a pre-cursor to full UAT and is intended to validate configuration and preparedness for UAT and Power User End-to-End Training  
Some conversions will not be in their final pass for this test, but should have reached final approval of the conversion program  
Tyler Forms will be loaded and in the process of continued validation and not in final stage  
Reports may continue to be delivered and validated beyond this point, but all that have been delivered will be included in this test

### 3.4.3.10 Process Change Management Roll-out

The Tyler Change Management Lead will begin the process of helping the City execute the Process Change Management Plan, including conducting Coach Development Sessions to train and build a core



group of City employees who understand change management concepts and to develop change management leaders in project support strategies.

The Coach Sessions will include preparing the City to:

- Understand “why” change can be difficult for some staff
- Understand the project change and the impact on their staff
- Understand process and/or procedure change
- Understand how to deliver the Process Change Document and support it
- Understand the importance of consistent and repetitive communication to prepare staff for the project change
- Prepare managers and supervisors to recognize and address resistant behavior

Depending on the content of the Process Change Management Plan, other forms of communications like posters, team meetings, departmental email blasts, etc. may also be incorporated into the roll-out.

#### 3.4.3.10.1 Process Change Management Roll-out Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Monitor success of Coach Development Sessions</li><li>• Validate that Process Change Management Plan is properly executed</li></ul>	<ul style="list-style-type: none"><li>• Monitor delivery of Coach Development Sessions</li><li>• Validate that Process Change Management Plan is properly executed</li></ul>
Functional Leads		<ul style="list-style-type: none"><li>• Conduct Coach Development Sessions</li><li>• Execute Process Change Management Plan</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Attend Coach Development Sessions</li><li>• Adopt Change Management concepts and strategies</li><li>• Execute Process Change Communications</li><li>• Report issues and resistance to Project Manager</li></ul>	

#### 3.4.3.10.2 Process Change Management Roll-out Requirements & Notes

N/A

#### 3.4.3.11 Stage 3: Build & Validate Control Point

##### 3.4.3.11.1 Stage 3: Build & Validate Deliverables

Process Manuals (DED-11)

End User Guides (DED-12)  
User Acceptance Test Plan (DED-13)

#### **3.4.3.11.2 Stage 3: Build & Validate Outcomes**

Production database has been configured and tested according to the current and approved System Design Document  
City and Tyler Teams have solid understanding of processes and configuration  
Data conversion programs have met quality assurance standards  
Tyler Forms have been installed and are in the process of full validation  
Custom Reports have been delivered and are in the process of full validation  
The City is confident that the configuration of the system produces desired outcomes  
Change Management efforts have moved to a decentralized level  
The City is prepared to begin introduction of the system to the larger City-user Community

#### **3.4.3.11.3 Stage 3: Build & Validate Acceptance Criteria**

Application has been fully configured  
Data conversion programs have been accepted as providing accurate data  
Process Manuals (DED-11) delivered  
End User Guides (DED-12) delivered and accepted  
Process Validation has occurred, along with the City Project Team training needed to support the validation efforts  
User Acceptance Test Plan (DED-13) delivered and accepted  
Tyler Forms loaded on server  
Custom Reports (if any) delivered and in the process of review and acceptance  
Requirements Traceability Matrix (DED-14) is being updated with City decisions  
System Build Validation Test has been performed  
Process Change Management Roll-out is complete, including completion of Coach Development sessions

### **3.4.4 Stage 4: Training & Testing**

#### **3.4.4.1 Power User End-to-End Training**

Tyler Consultants, using generic Process Manuals (DED-11) as guides, will conduct end-to-end process classroom training for City Power Users. Sessions will be aligned according to functional area, with occasional sessions covering cross functional processes. During these sessions, all City users, that will ultimately function as primary users of Tyler software for performing the City's daily business, will be trained. It is critical that the City correctly identify the users and ensure their attendance to training sessions so delays to the schedule can be avoided and selected users are prepared adequately to participate in the User Acceptance Testing.

##### **3.4.4.1.1 Power User End-to-End Training Roles & Responsibilities**



Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Schedule resources to attend training sessions</li> <li>Communicate agenda topics and pre-requisites</li> <li>Validate attendance</li> </ul>	<ul style="list-style-type: none"> <li>Schedule resources to conduct training sessions</li> <li>Review agenda with pre-requisites</li> <li>Upload agenda with pre-requisites</li> <li>Report attendance to City PM</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Provide process change support</li> <li>Answer questions and address issues</li> </ul>	<ul style="list-style-type: none"> <li>Prepare agenda with pre-requisites</li> <li>Review agenda with pre-requisites with Tyler PM</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Complete pre-requisites</li> <li>Attend training</li> <li>Continue to practice new processes in Tyler software</li> </ul>	<ul style="list-style-type: none"> <li>Conduct training according to agenda and Process Manuals (DED-11)</li> <li>Report issues to Tyler PM</li> <li>Report attendance to Tyler PM</li> <li>Report Change Management findings to Tyler Change Management Lead</li> </ul>

#### 3.4.4.1.2 Power User End-to-End Training Requirements & Notes

Training sessions required in addition to those planned due to City not identifying all appropriate Power Users, missed sessions, or poor attendance, may result in an addition to scope and an impact to the schedule

All pre-requisites must be completed and validated prior to training sessions

Tyler will provide agendas, with pre-requisites detailed, a minimum of two (2) weeks in advance

Pre-requisites on agendas typically require between ten (10) to thirty (30) minutes to complete, in total

#### 3.4.4.2 User Acceptance Testing

User Acceptance Testing (UAT) is performed using the prepared and accepted User Acceptance Test Plan (DED-13) as the defined areas for testing. As defined in the Testing Plan (subset of the Implementation Plan (DED-10)), the City and Tyler will collaborate to execute User Acceptance Test Plan. Should City decide to develop full, detailed UAT Scripts, Tyler will provide guidance and baseline scripts from the System Design Test Scripts for the City to use.

Designated, trained Power Users will perform all UAT work. The UAT will be coordinated in a sequential manner whereby the end-to-end process within the phase, as well as integration with current live modules, will be tested and validated.

#### 3.4.4.2.1 User Acceptance Testing (UAT) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Schedule resources to conduct UAT</li><li>• Provide UAT scripts to users prior to UAT</li><li>• Communicate UAT Schedule</li><li>• Review UAT results</li><li>• Escalate issues, as needed</li><li>• Authorize proceeding to Cross Department Demos and Executive &amp; End User Training</li></ul>	<ul style="list-style-type: none"><li>• Schedule resources to support UAT</li><li>• Escalate issues, as needed</li><li>• Request authorization to proceed to Cross Department Demos and End User Training</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Provide issues resolution support, as needed</li><li>• Select Power Users for UAT</li><li>• Escalate issues</li></ul>	<ul style="list-style-type: none"><li>• Provide issues resolution support, as needed</li><li>• Monitor UAT Tracking</li><li>• Coordinate retesting and communicate to Tyler PM for scheduling</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Develop UAT scripts</li><li>• Execute UAT</li><li>• Track UAT results</li><li>• Report results</li><li>• Escalate issues</li><li>• Retest, as needed</li></ul>	<ul style="list-style-type: none"><li>• Support UAT activities</li><li>• Report issues to Tyler Functional Leads and Tyler PM</li><li>• Validate testing results are being reported accurately</li></ul>

#### 3.4.4.2.2 User Acceptance Testing (UAT) Requirements & Notes

Designated City users for UAT will have been previously trained on the modules included in UAT

The City will lead the execution of the UAT with Tyler's support

Depending on the outcome of UAT, the City and Tyler will determine whether to proceed with Readiness Assessment and Cutover Planning

The City Project Manager will determine, based on the outcome of UAT, whether quality assurance has been met and Cross Department Process Demos and Executive & End User training may take place

#### 3.4.4.3 Requirements Traceability Matrix (DED-14)

Tyler will deliver the finalized Requirements Traceability Matrix ("RTM") (DED-14) as a validation of each requirement where Tyler affirmatively responded being satisfied within the project. Through the System Design Test, Process Validation, and System Build & Validation Test, and User Acceptance Testing, the City and Tyler also documented any requirements that were determined to be no longer required by Client.

#### 3.4.4.3.1 Requirements Traceability Matrix (RTM) (DED-14) Roles & Responsibilities



Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Review and approve RTM (DED-14)</li> </ul>	<ul style="list-style-type: none"> <li>Review the RTM</li> <li>Create plan for addressing RTM Issues</li> <li>Deliver RTM (DED-14)</li> <li>Initiate workflow acceptance for DED-14)</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review and validate RTM accurately reflects accepted process decisions</li> <li>Escalate issues to City Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>Review and understand functional requirements and in scope modifications</li> <li>Post RTM on project SharePoint site</li> </ul>
Subject Matter Experts / Others		

#### 3.4.4.3.2 Requirements Traceability Matrix (RTM) (DED-14) Requirements/Notes

This Deliverable is based on Tyler's response to the the City's RFP functional requirements. The Requirements Traceability Matrix (DED-14) is started as a baseline in the Assess & Define Stage as process decisions are initiated, tested and finalized, then continued in the Build & Validate Stage as process decisions are validated with full system build and data conversions in place, and finalized in the Training & Testing Stage with UAT.

#### 3.4.4.4 Readiness Assessment and Readiness Assessment Report (DED-15)

City and Tyler Project Manager and selected City and Tyler Leads will conduct a Readiness Assessment of the City on three primary fronts: Project Management, Organizational, and Change Management. Following the process outlined in the Test Plan (subset of the Implementation Plan (DED-10)), City and Tyler will use various pre-defined tools such as surveys, physical inspections, departmental meetings, Status Reports, Steering Committee Meetings, and Change Management Coach reports to evaluate the City's readiness to move to Cutover Planning and remaining Work Breakdown Steps before Production Cutover. Once the information is collected and evaluated, Tyler will prepare and deliver a Readiness Assessment Report (DED-15).

##### 3.4.4.4.1 Readiness Assessment & Readiness Assessment Report (DED-15) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Review Readiness Assessment recommendation from City Project Manager</li> <li>Provide 'go/no go' decision to City Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>Review the Readiness Assessment Report (DED-15)</li> </ul>

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Perform Readiness Assessment</li> <li>• Collect information from City resources to feed assessment input</li> <li>• Review and accept Readiness Assessment Report (DED-15)</li> <li>• Prepare recommendation for City Steering Committee</li> <li>• Escalate issues</li> <li>• Take corrective actions if 'no go' decision received</li> </ul>	<ul style="list-style-type: none"> <li>• Perform Readiness Assessment</li> <li>• Collect information from Tyler resources to feed assessment input</li> <li>• Prepare and deliver Readiness Assessment Report (DED-15)</li> <li>• Initiate workflow acceptance for DED-15)</li> <li>• Prepare recommendation for Tyler Steering Committee</li> <li>• Escalate issues</li> <li>• Take corrective actions if 'no go' decision received</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Provide information to support Readiness Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Provide information to support Readiness Assessment</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Provide information to support Readiness Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Provide information to support Readiness Assessment</li> </ul>

#### 3.4.4.4.2 Readiness Assessment & Readiness Assessment Report (DED-15) Requirements & Notes

The City and Tyler agree that Readiness is, to a certain extent, a subjective evaluation and will work collaboratively to define achievable standards and metrics that can reasonably be met

#### 3.4.4.5 Cutover Planning and Production Cutover Plan (DED-16)

The City and Tyler develop the Cutover Plan (DED-16) using the Project Plan, status reports, issues and actions lists, change management logs, and known City activity calendars. The Plan will be developed in significant detail and will include the creation of a Cutover Checklist of each step that must occur leading up to Production Cutover, along with a completion date, owner, verification steps, and any detailed notes required. During the development of the Plan, the City and Tyler will determine how often the City and Tyler will meet to review the Plan and Checklist and review the status of items. In addition, the checklist status will be added to the standard reporting items on the Tyler Project Manager's weekly Status Report.

##### 3.4.4.5.1 Cutover Planning and Production Cutover Plan (DED-16) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>• Review Cutover Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Review Cutover Plan</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Conduct Cutover Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct Cutover Planning</li> </ul>



Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>Review Cutover Plan (DED-16) and Checklist</li> <li>Accept Cutover Plan (DED-16)</li> <li>Monitor Cutover Plan and Checklist and ensure City action items are being completed as scheduled</li> <li>Take corrective actions if 'no go' decision received</li> </ul>	<ul style="list-style-type: none"> <li>Prepare and deliver Cutover Plan (DED-16) and Checklist</li> <li>Initiate workflow acceptance for DED-16</li> <li>Monitor Cutover Plan and Checklist and ensure City and Tyler action items are being completed as scheduled</li> <li>Take corrective actions if Cutover Plan is not being followed</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Execute City action items</li> </ul>	<ul style="list-style-type: none"> <li>Execute Tyler action items</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Execute City action items</li> </ul>	<ul style="list-style-type: none"> <li>Execute Tyler action items</li> </ul>

#### 3.4.4.5.2 Cutover Planning and Production Cutover Plan (DED-16) Requirements & Notes

Cutover Planning includes City Help Desk planning to ensure proper protocol and support methodology is in place after cutover

#### 3.4.4.6 Cross Department Process Demos

Tyler will prepare presentations that demonstrate the high-level data flow across departments, applications, and in doing so, accentuate the value of end user data input in decision-making, reporting, budgeting, and public-facing information across the organization. These presentations are intended for End Users that are preparing to attend Tyler training, so they gain a broader understanding of their new roles in information gathering.

##### 3.4.4.6.1 Cross Department Process Demos Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Schedule resources for Process Demos</li> <li>Communicate purpose for sessions</li> </ul>	<ul style="list-style-type: none"> <li>Schedule resources for Process Demos</li> <li>Review presentations</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Support new processes</li> <li>Answer questions</li> </ul>	<ul style="list-style-type: none"> <li>Review presentations</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Conduct Change Management messaging</li> </ul>	<ul style="list-style-type: none"> <li>Deliver presentations</li> <li>Conduct Change Management messaging</li> </ul>

##### 3.4.4.6.2 Cross Department Process Demos Requirements & Notes

Demo sessions should also be used for key Change Management messaging opportunities

The number of sessions will be determined by the City and Tyler Project Managers  
Presentation(s) ideally will occur in an auditorium, or large meeting room, where a large number of end users can be accommodated

### 3.4.4.7 Executive & End User Training

The City and Tyler will begin executing Executive and End User Training following the Education & Training Management Plan guidelines. The End User Training will be conducted using the End User Guides (DED-14) delivered in Stage 3: Build & Validate and updated with any process changes. Executive training will be specifically focused to meet City Executive level needs for information retrieval and reporting, gathered during the Internal Customer Process Storyboarding. The number, size, and frequency of sessions will be determined during Cutover Planning based on final count of End User processes.

#### 3.4.4.7.1 Executive & End User Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>Schedule resources for Executive &amp; End User Training</li> <li>Communicate agenda topics and pre-requisites</li> <li>Validate attendance</li> </ul>	<ul style="list-style-type: none"> <li>Schedule resources to conduct training sessions</li> <li>Review agenda with pre-requisites</li> <li>Upload agenda with pre-requisites</li> <li>Report attendance to City PM</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Provide process change support</li> <li>Answer questions and address issues</li> <li>Conduct Change Management messaging</li> </ul>	<ul style="list-style-type: none"> <li>Prepare agenda with pre-requisites</li> <li>Review agenda with pre-requisites with Tyler PM</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Complete pre-requisites</li> <li>Attend training</li> <li>Continue to practice new processes in Tyler software</li> <li>City Trainer: Conduct training according to agenda and End User Guides (DED-12)</li> <li>Report issues to City PM</li> <li>Report attendance to City PM</li> <li>Report Change Management findings to City Change Management Lead</li> </ul>	<ul style="list-style-type: none"> <li>Conduct training according to agenda and End User Guides (DED-12)</li> <li>Report issues to Tyler PM</li> <li>Report attendance to Tyler PM</li> <li>Report Change Management findings to Tyler Change Management Lead</li> </ul>



#### 3.4.4.7.2 Executive & End User Requirements & Notes

Tyler will train all central office end users and City Executives, as well as City End User Trainer(s)

City will lead the End User training for decentralized end user staff and Tyler will assist where resourcing allows and does not put other critical project activities at risk

#### 3.4.4.8 Change Management Cutover Process

City and Tyler Change Management Team members execute the Change Management Cutover Process defined in the Change Management Plan (subset of the Management Plan (DED-03). Typical components of this process are communication blasts, attendance at Department meetings, poster displays, etc.

##### 3.4.4.8.1 Change Management Cutover Process Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Authorize start of Change Management Process</li><li>• Review final Change Management Process components</li></ul>	<ul style="list-style-type: none"><li>• Review final Change Management Process components</li><li>• Communicate authorization to proceed from City to Tyler Change Management Lead</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Execute Change Management Cutover Process</li><li>• Escalate issues</li></ul>	<ul style="list-style-type: none"><li>• Execute Change Management Cutover Process</li><li>• Escalate issues</li></ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"><li>• Support Change Management Cutover Process</li><li>• Escalate issues</li></ul>	<ul style="list-style-type: none"><li>• Support Change Management Cutover Process</li><li>• Escalate issues</li></ul>

##### 3.4.4.8.2 Change Management Cutover Process Requirements & Notes

City will formally authorize the start of the Change Management Cutover Process

#### 3.4.4.9 Open Labs

The City will establish Open Labs at locations previously defined during Cutover Planning and City and Tyler resources will support City resources that choose to utilize the labs to re-familiarize themselves with new processes prior to Production Cutover. It is expected that these Labs will stay open and supported through the Production Cutover process and for a pre-defined period of time to support City users.

##### 3.4.4.9.1 Open Labs Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Provide resources for Open Labs</li> <li>• Communicate availability and purpose of Open Labs to appropriate City User Community</li> </ul>	<ul style="list-style-type: none"> <li>• Provide and schedule supportive resources for Open Labs</li> </ul>
Functional Leads	Encourage use of Open Labs	
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Support Open Labs</li> </ul>	<ul style="list-style-type: none"> <li>• Support Open Labs</li> </ul>

#### 3.4.4.9.2 Open Labs Requirements & Notes

N/A

#### 3.4.4.10 Stage 4: Training & Testing Control Point

##### 3.4.4.10.1 Stage 4: Training & Testing Deliverables

Requirements Traceability Matrix (RTM) (DED-14)  
 Readiness Assessment Report (DED-15)  
 Production Cutover Plan (DED-16)

##### 3.4.4.10.2 Stage 4: Training & Testing Outcomes

Organization's readiness has been assessed and is ready to move to Production  
 City Users have all been trained  
 The system has been fully tested and has met quality standards  
 Cutover Planning has been performed  
 Communications and Change Management activities are fully underway  
 Organization is prepared to support users  
 All users understand individual Cutover activities and roles

##### 3.4.4.10.3 Stage 4: Training & Testing Acceptance Criteria

All in-scope Training has been completed  
 User Acceptance Testing has been completed and met Quality Assurance standards  
 Requirements Traceability Matrix (DED-14) delivered and accepted  
 Readiness Assessment Report (DED-15) delivered and accepted  
 Production Cutover Plan (DED-16) delivered and accepted  
 Cross Department Demos performed  
 Change Management Cutover Process executed  
 Open Labs are in place and staffed  
 Tyler Forms are finalized, approved, and all bank approvals are final  
 Custom Reports (if any) delivered and accepted



### 3.4.5 Stage 5: Production Cutover

#### 3.4.5.1 Final Data Conversion

Any data that needs to be captured immediately at Production Cutover will be extracted in the previously agreed to formats and control reports will be run to support the final validation. The timing of this process, along with when processing ceases in the City's legacy applications, will all be defined in detail in the Cutover Plan and Data Conversion Plan. The City will also determine if all transactions, once data is extracted, will be held or tracked and duplicated in the Tyler system once Production cutover is authorized. The final pass of data conversion will be uploaded, as before, to Kite Works and Tyler will execute the validated conversion program against the data.

Prior to loading the data conversion into the Production database, the Production database will be copied to Test and the MIU conversion packages will be loaded and the data validated in Test one final time. Upon successful loading and data validation, City will authorize converted data to be loaded into the Production environment. Once the data has been loaded into Production, City will run the necessary balancing and auditing reports prior to authorizing users to begin live processing.

##### 3.4.5.1.1 Final Data Conversion Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Coordinate resources</li><li>• Review Cutover Plan and Conversion Plan</li><li>• Review and provide final acceptance of data conversions after final validation</li></ul>	<ul style="list-style-type: none"><li>• Coordinate resources</li><li>• Coordinate database refreshes, as needed</li><li>• Coordinate conversion MIUs with Tyler Technical Lead</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>• Produce reports from the legacy system at the time of data extraction</li><li>• Utilize control reports, filtering techniques, comparison reports and visual inspection as instructed by Tyler for final conversion pass</li><li>• Document any unlikely needed corrections to conversion</li><li>• Perform data conversion validations and proofing</li><li>• Review and provide notice to City Project Manager if conversions meet approval for load to Production database</li></ul>	<ul style="list-style-type: none"><li>• Assist in final conversion validation and proofing</li><li>• Coordinate database refreshes, as needed, with Tyler PM</li></ul>
Subject Matter Experts / Others		<ul style="list-style-type: none"><li>• Coordinate conversion MIUs</li><li>• Perform final conversions</li></ul>

#### 3.4.5.1.2 Data Conversion Requirements & Notes

A formal sign-off document will be presented to the City Project Manager by the Tyler Project Manager for each Final Data Conversion.

The document will indicate that the City acknowledges:

- that the data conversion has met quality standards
- if there are noted and agreed to exceptions that will be dealt with manually through entries in the Tyler system
- that the conversion is accepted and is authorized to be loaded to the Production database

The sign-off document will require a signature from both the City Functional Lead over the specific data conversion and the City Project Manager.

#### 3.4.5.2 Support Lead Knowledge Transfer

As final data conversion validation is taking place, the City and Tyler will conduct a Support Lead Knowledge Transfer with Tyler Support. The purpose of this knowledge transfer is to ensure that Tyler Support is familiar with the most current status of the City's operational processes in Tyler software and is prepared to support City users when Tyler's onsite resources are unavailable. Review of design documents, process documentation, issues and actions list, and other relevant materials will be conducted to ensure Tyler Support both consumes and continues to have access to the information.

##### 3.4.5.2.1 Support Lead Knowledge Transfer Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"><li>• Coordinate City Support resources</li><li>• Attend Knowledge Transfer session</li></ul>	<ul style="list-style-type: none"><li>• Coordinate Tyler resources</li><li>• Attend Knowledge Transfer session</li></ul>
Functional Leads		<ul style="list-style-type: none"><li>• Conduct Knowledge Transfer to Tyler Support</li></ul>
Subject Matter Experts / Others		<ul style="list-style-type: none"><li>• Document Knowledge Transfer</li></ul>

##### 3.4.5.2.2 Support Lead Knowledge Transfer Requirements & Notes

Tyler Support Lead will attend Status Meetings on a regular basis, frequency to be decided by City and Tyler

#### 3.4.5.3 Production Cutover Partnering

Following the completion of the Cutover Checklist, including acceptance and authorization to load all conversions to the Production database, the Tyler Project Manager will present the City Project Manager



with a sign-off authorizing official Production Cutover. Once signed, all City transactions for the applicable processes will take place in the Tyler system and any held transactions from the legacy system will be entered.

Tyler onsite resources will be in place to assist the City with all activities during this Cutover period and will arrange for offsite resources to be on standby for timely response should any issues arise. Open Labs and the City Help Desk will provide continued support for users during the Cutover period, as well.

#### 3.4.5.3.1 Production Cutover Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Manager	<ul style="list-style-type: none"> <li>• Coordinate City Communications</li> <li>• Authorize Production Cutover</li> <li>• Escalate Issues</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate Tyler resources</li> <li>• Secure Production Cutover Authorization</li> <li>• Ensure Communications are clear</li> <li>• Escalate Issues</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Enter Live Transactions</li> <li>• Provide support to City users</li> <li>• Resolve Issues</li> <li>• Monitor Change Management</li> </ul>	<ul style="list-style-type: none"> <li>• Provide Production Cutover Support</li> <li>• Resolve Issues</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Enter Live Transactions</li> </ul>	<ul style="list-style-type: none"> <li>• Provide Production Cutover Support</li> <li>• Resolve Issues</li> <li>• Monitor Change Management</li> </ul>

#### 3.4.5.3.2 Production Cutover Requirements & Notes

All Control Points and Sign-offs leading to Production Cutover must be complete  
Production Cutover may not occur without a signed Authorization to Begin Live Processing

#### 3.4.5.4 Post Live Support

Post Live Support begins immediately after Production Cutover and once live transactions are being processed in the Tyler system. During this time, Tyler Consultants will assist City users in completing transactions in Production system as well as performing ad hoc training and troubleshooting assistance for desired setup changes or data conversion issues. The following Tyler resources are expected to provide onsite support from Production Cutover through the Post Live Support period:

Phase 1 - Financials:

- Financial Lead – 13 days per month for two (2) months, 10 days of Year End Close Assistance

Phase 2 – Utility Billing:

- UB Lead – 13 days per month for two (2) months

Phase 3 – Human Resources/Payroll/ExecuTime:

- HR/PR Lead – 13 days per month for two (2) months

Phase 4 – EnerGov:

- EnerGov Lead – 13 days per month for four (4) months

Phase 5 – Asset Maintenance/Asset Performance/Inventory

- EAM Lead – 13 days per month for one (1) month

#### 3.4.5.4.1 Post Live Support Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>• Resolve issues escalated to Steering Committee</li> </ul>	<ul style="list-style-type: none"> <li>• Resolve issues escalated to Steering Committee</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Schedule ad hoc training sessions as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule ad hoc training sessions as needed</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>• Update user security and workflow, as necessary</li> <li>• Assist users in answering questions and completing tasks</li> <li>• Identify user training needs and communicate to Project Manager</li> <li>• Identify areas of resistance</li> </ul>	<ul style="list-style-type: none"> <li>• Provide setup and data conversion troubleshooting</li> <li>• Assist users in answering questions and completing tasks</li> <li>• Assist with ad hoc training needs</li> <li>• Evaluate areas of process improvement</li> <li>• Report finding to Tyler Change Management Lead</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>• Continue live processing</li> <li>• Report Change Management findings to City Change Management Lead</li> </ul>	<ul style="list-style-type: none"> <li>• Provide Post Live Support</li> <li>• Resolve Issues</li> <li>• Monitor re-emergence of shadow systems</li> <li>• Report areas where process improvement needs to be revisited</li> </ul>

#### 3.4.5.4.2 Production Cutover Requirements & Notes

N/A

### 3.4.5.5 Efficiency Evaluation & Post Cutover Efficiency Evaluation Report (DED-17)

Tyler, in collaboration with City Functional Leads and Power Users, will begin collecting information immediately after Production Cutover as to how well the City has adopted new processes, if there are process flow congestion points, re-emergence of shadow systems, the need for additional training, and any other items that connect to the Evolution Plan. After a period of approximately thirty (30) days of Post Production Cutover stabilization has occurred, a formal review of this collected information will occur and Tyler will prepare and deliver the Post Cutover Efficiency Evaluation Report (DED-17). This report will contain findings specific to:

- Project Goals versus Post Cutover State
- Approved Processes versus In Practice Processes
- Tool Utilization versus Shadow Systems
- Areas of Additional Process Improvement
- Organizational Evolution Measurement

#### 3.4.5.5.1 Efficiency Evaluation & Post Cutover Efficiency Evaluation Report (DED-17) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"><li>Consider recommendations for additional process improvements</li></ul>	<ul style="list-style-type: none"><li>Review Post Cutover Efficiency Evaluation Report (DED-17)</li></ul>
Project Manager	<ul style="list-style-type: none"><li>Review Post Cutover Efficiency Evaluation Report (DED-17)</li><li>Participate in formal review of findings from Efficiency Evaluation during Post Cutover Period</li><li>Accept DED-17</li><li>Conduct internal meetings regarding recommendations for additional process improvements</li></ul>	<ul style="list-style-type: none"><li>Review Post Cutover Efficiency Evaluation Report (DED-17)</li><li>Conduct review of findings from Efficiency Evaluation during Post Cutover Period</li><li>Initiate workflow acceptance for DED-17</li></ul>
Functional Leads	<ul style="list-style-type: none"><li>Collect information on organizational efficiency</li><li>Identify areas of new process improvement</li><li>Validate Evolution and goal adoption</li><li>Participate in review of findings</li><li>Participate in internal meetings regarding recommendations for additional process improvements</li></ul>	<ul style="list-style-type: none"><li>Collect information on organizational efficiency</li><li>Identify areas of new process improvement</li><li>Validate Evolution and goal adoption</li><li>Conduct review of findings</li><li>Prepare Post Cutover Efficiency Evaluation Report (DED-17)</li><li>Review Post Cutover Efficiency Evaluation</li></ul>



Project Role(s)	City Responsibility	Tyler Responsibility
		Report (DED-17) with Tyler Project Manager
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Collect information on organizational efficiency</li> <li>Identify areas of new process improvement</li> <li>Validate Evolution and goal adoption</li> </ul>	<ul style="list-style-type: none"> <li>Collect information on organizational efficiency</li> <li>Identify areas of new process improvement</li> <li>Validate Evolution and goal adoption</li> </ul>

#### 3.4.5.5.2 Efficiency Evaluation & Post Cutover Efficiency Evaluation Report (DED-17) Requirements & Notes

This activity will not occur in all phases due to the nature of the product(s) being implemented and the duration of post-live activities

#### 3.4.5.6 Post-Live Adjustments & Training

Once the City has begun live processing, Tyler will assist by guiding the City in making configuration adjustments to solve issues and conduct additional training, as needed, to ensure proper adoption of authorized processes. In addition to the informal type of post live adjustments that are required early in the post-live period, Tyler will work with the City by conducting a more formal review process once a stabilization period has occurred.

The City and Tyler, after reviewing the Post Cutover Efficiency Evaluation Report (DED-19), will determine what actions are necessary to realign users, processes, or the system with the Evolution Plan; or the City may determine that a change to the Evolution Plan is necessary in addition to post-live adjustments. A course of action will be determined, specific steps planned, assigned, and executed to make the necessary adjustments, as needed.

##### 3.4.5.6.1 Post-Live Adjustments & Training Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Direct formal post live adjustments</li> </ul>	
Project Manager	<ul style="list-style-type: none"> <li>Coordinate post-live adjustments, training, communication, change management</li> </ul>	<ul style="list-style-type: none"> <li>Support post-live adjustments, training, communication, change management</li> <li>Provide Tyler resources to guide and support City effort, if in post-live coverage period</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Enact post-live adjustments</li> <li>Conduct Change Management activities</li> </ul>	<ul style="list-style-type: none"> <li>Provide guidance on post-live process changes</li> <li>Assist with Change Management activities</li> <li>Train users, as needed</li> </ul>



Project Role(s)	City Responsibility	Tyler Responsibility
	<ul style="list-style-type: none"> <li>Communicate Process Changes</li> </ul>	
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Attend training</li> <li>Adopt changes</li> </ul>	

#### 3.4.5.6.2 Post-Live Adjustments & Training Requirements & Notes

Use of Tyler resources to accomplish Post-Live Adjustments and Training must occur within the Post-Live Support period as defined in Section 3.4.5.4 for each applicable phase

The use of Tyler resources to accomplish Post-Live Adjustments and Training tasks may not take precedence over issue resolution

#### 3.4.5.7 Transition to Support Team

Tyler and City conduct a formal transition from active, ongoing Implementation activities during the Post Live Support period to full support being provided by the Tyler Support Team. This transition will occur at the end of each phase, for each group of products transitioning out of active implementation. Support Lead Knowledge Transfer has already taken place in preparation for Production Cutover, so this process is largely a transition point to ensure that all parties have current information, are completely familiar with the procedures, and understand the new approach to handling issues using Tyler Support, instead of Tyler Implementation.

##### 3.4.5.7.1 Transition to Support Team Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Ensure communications regarding Support Transition are clear</li> </ul>	<ul style="list-style-type: none"> <li>Ensure communications regarding Support Transition are clear</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Attend Support Transition Call</li> <li>Schedule City resources for Call</li> <li>Review Meeting documentation</li> </ul>	<ul style="list-style-type: none"> <li>Schedule Support Transition Call</li> <li>Provide any meeting documentation in advance of call</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Attend Support Transition Call</li> <li>Review Meeting documentation</li> <li>Communicate Transition internally</li> </ul>	<ul style="list-style-type: none"> <li>Conduct call</li> <li>Provide background</li> <li>Clearly outline transition plan</li> </ul>
Subject Matter Experts / Others	<ul style="list-style-type: none"> <li>Follow Support Desk instructions</li> </ul>	

#### 3.4.5.7.2 Transition to Support Team Requirements & Notes

N/A

#### 3.4.5.8 Stage 5: Production Cutover Control Point

##### 3.4.5.8.1 Stage 5: Production Cutover Deliverables

N/A

##### 3.4.5.8.2 Stage 5: Production Cutover Outcomes

Final data conversions have been accepted and loaded into Production  
Live Processing has successfully started in Tyler system  
Tyler Support has engaged in the project and has detailed project knowledge  
Issues are being resolved and additional process streamlining is occurring  
Successful month end processes have occurred  
Successful reporting processes have occurred  
City is prepared to support users  
City understands options for additional areas for efficiencies  
City can evaluate the success of the phase based on the Evolution Plan vs. outcome  
City is fully utilizing Tyler Support for all support needs  
Implementation services come to a close

##### 3.4.5.8.3 Stage 5: Production Cutover Acceptance Criteria

Final conversion data has been accepted and loaded in Production database  
Authorization to proceed with Production Cutover has been received  
City is processing live transactions in the Tyler system  
All final implementation services have been delivered, as scheduled, within the Post-Live period  
Transition to Support has completed

#### 3.4.6 Stage 6: Phase/Project Closure

##### 3.4.6.1 Evolution Assessment & Evolution Assessment Report (DED-19)

Tyler will perform a comparative analysis of the results of the project outcome with the stated goals of the Evolution Plan using input from a wide variety of sources, including:

- System Design Document
- Requirements Traceability Matrix
- Readiness Assessment Report
- Post Cutover Efficiency Evaluation Report
- Information from Post-Live Adjustments



The City and Tyler will review the findings and determine how closely the City came to meeting the Evolution Plan, where there were diversions from the Plan, what benefits have been realized, and the expected timeline for full benefit realization given the current environment.

#### 3.4.6.1.1 Evolution Assessment & Evolution Assessment Report (DED-19) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"> <li>Review Evolution Assessment Report (DED-19)</li> <li>Determine any corrective actions</li> </ul>	<ul style="list-style-type: none"> <li>Review Evolution Assessment Report (DED-19)</li> <li>Determine any corrective actions</li> </ul>
Steering Committee	<ul style="list-style-type: none"> <li>Participate in Evolution Assessment Review</li> <li>Provide Evolution Assessment Report (DED-19) to Sponsor</li> <li>Make corrective action recommendations, if any, to sponsor</li> </ul>	<ul style="list-style-type: none"> <li>Participate in Evolution Assessment Review</li> <li>Provide Evolution Assessment Report (DED-19) to Sponsor</li> <li>Make corrective action recommendations, if any, to sponsor</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Participate in Evolution Assessment Review</li> <li>Schedule City resources to attend review</li> <li>Support review by providing access to City information</li> <li>Review and accept Evolution Assessment Report (DED-19)</li> </ul>	<ul style="list-style-type: none"> <li>Review Evolution Assessment Report (DED-19)</li> <li>Participate in Evolution Assessment Review</li> <li>Initiate workflow acceptance for DED-19</li> <li>Coordinate Tyler resources to perform assessment and review</li> <li>Assist in performing Evolution Assessment</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Participate in Evolution Assessment Review</li> <li>Provide supporting information for assessment</li> </ul>	<ul style="list-style-type: none"> <li>Perform Evolution Assessment</li> <li>Assist with Tyler Project Manager Assistance</li> <li>Conduct formal review</li> <li>Prepare Evolution Assessment Report (DED-19)</li> <li>Review Evolution Assessment Report (DED-19) with Tyler PM</li> </ul>
Subject Matter Experts / Others		

#### 3.4.6.1.2 Evolution Assessment & Evolution Assessment Report (DED-19) Requirements & Notes

The Evolution Assessment Report is produced at the end of the project only.

### 3.4.6.2 Phase/Project Audit

Tyler will begin project audit activities prior to this step, but the audit will culminate at this point with a final update to the Project Quality Control section of the Quality Control Management Plan. The Tyler Project Manager will document the completion of each phase/project component, include appropriate documentation, and submit a complete package for audit purposes. A formal review of the Project/Phase Audit package will be conducted with the City Project Manager.

#### 3.4.6.2.1 Project/Phase Audit Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Steering Committee	<ul style="list-style-type: none"><li>Review Project/Phase Audit Package</li></ul>	<ul style="list-style-type: none"><li>Review Project/Phase Audit Package</li></ul>
Project Manager	<ul style="list-style-type: none"><li>Review Project/Phase Audit Package with Tyler PM</li><li>Update Project Quality Control section of the Quality Control Management Plan</li></ul>	<ul style="list-style-type: none"><li>Perform Project/Phase Audit</li><li>Compile Project/Phase Audit Package</li><li>Review Project/Phase Audit Package with City PM</li><li>Update Project Quality Control section of the Quality Control Management Plan</li></ul>
Functional Leads		
Subject Matter Experts / Others		

#### 3.4.6.2.2 Project/Phase Audit Requirements & Notes

Project Audit will be comprised of any Phase audits and packages already completed and additional Phase audits in progress as part of the final audit requirement

### 3.4.6.3 Phase/Project Reconciliation & Phase/Project Reconciliation Report (DED-18/20)

Tyler will prepare a perform a budget reconciliation for each phase or the entire project, whichever is applicable. The detailed Phase/Project Reconciliation Report (DED-18/20) will show the specifics of:

- Accounting of all contract line items
- Change Orders and amendments (if any)
- Disposition of unused services
- Final budget



#### 3.4.6.3.1 Phase/Project Reconciliation & Phase/Project Reconciliation Report (DED-18/20) Roles & Responsibilities

Project Role(s)	City Responsibility	Tyler Responsibility
Project Sponsor / Executive Oversight	<ul style="list-style-type: none"> <li>Review Phase/Project Reconciliation Report (DED-18/20)</li> </ul>	<ul style="list-style-type: none"> <li>Review Phase/Project Reconciliation Report (DED-18/20)</li> </ul>
Steering Committee	<ul style="list-style-type: none"> <li>Review Phase/Project Reconciliation Report (DED-18/20)</li> </ul>	<ul style="list-style-type: none"> <li>Review Phase/Project Reconciliation Report (DED-18/20)</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Review Phase/Project Reconciliation Report (DED-18/20) with Tyler PM</li> <li>Accept DED-18/20</li> </ul>	<ul style="list-style-type: none"> <li>Perform Review Phase/Project Reconciliation and review Phase/Project Reconciliation Report (DED-18/20) with City PM</li> <li>Initiate workflow acceptance for DED-18/20</li> </ul>
Functional Leads	<ul style="list-style-type: none"> <li>Review Phase/Project Reconciliation Report (DED-18/20)</li> </ul>	
Subject Matter Experts / Others		

#### 3.4.6.3.2 Phase/Project Reconciliation & Phase/Project Reconciliation Report (DED-18/20) Requirements & Notes

N/A

#### 3.4.6.4 Stage 6: Phase/Project Closure Control Point

##### 3.4.6.4.1 Stage 6: Phase/Project Closure Deliverables

Evolution Assessment Report (DED-19)  
Phase/Project Reconciliation Report (DED-18/20)

##### 3.4.6.4.2 Stage 6: Phase/Project Closure Outcomes

All contract deliverables, requirements, and services have been validated  
Project Quality Control has been achieved  
City has a clear understanding of the ERP Evolution  
Project budget is fully reconciled, accurate and reported

##### 3.4.6.4.3 Stage 6: Phase/Project Closure Acceptance Criteria

Phase/Project Audit has been completed and meets quality standards  
Evolution Assessment Report (DED-19) delivered and accepted  
Phase/Project Reconciliation Report (DED-18/20) delivered and accepted

## 3.5 Tyler Content Manager SE Data & Image Conversion

Conversion of data and images into Tyler Content Manager SE (TCM SE) will be performed once all Munis applications are live. Since this process falls outside of the methodology described for all other Phases and is handled by different subject matter experts, this section is devoted to outlining the process.

### 3.5.1 TCM SE Conversion Analysis

TCM Implementation Consultant(s) will provide the City with extensive questionnaires to complete that gather information about the City's legacy system, number of records and images to be converted, different document types, and record counts. During Analysis, the Consultant will assist the City in mapping legacy data to TCM doc types for conversion and review required metadata for those doc types. In addition, the Tyler Consultant will provide the City with specific file format requirements and transmission guidelines.

### 3.5.2 Data Extraction and Submission

The City will provide Tyler with a preliminary extraction of data from the legacy system and transmit it to Tyler in the specified ASCII format. Once data and images are provided to Tyler, no changes may be made to the set of data. Any needed changes to the data set once submitted must be coordinated with the Tyler Project Manager and may result in timeline delays.

If any required data is missing from the submission for a particular document type, that type will not be converted. Ensuring that the data submission is complete and specification adherence is critical in conversion success and meeting timelines.

Extracting data from the City's legacy system is the City's responsibility. In almost all instances, the legacy system vendor's file descriptions are considered proprietary information even though the data is typically owned by the City. In the cases where the vendor will not provide file descriptions or the data has proprietary fields with no easy means of extraction, Tyler's Conversion team may be able to assist the City as an addition to scope.

### 3.5.3 Conversion Program Development

Tyler evaluates the transmitted data and converts it into Tyler Content Manager. After Tyler receives and validates the data can be read, the conversion process will begin. During this process, Tyler may inquire about your current data or application. The City is responsible for providing a subject matter expert who can respond to questions about data and images being converted that will be associated with each application.

Once there is common understanding of the data to be converted, Tyler development will write code that will map the data from the database or text file into our required conversion format as specified in the Conversion Specification. This file is then run through a validation process to catch any potential problems like missing required data, invalid dates, etc. Any problems that cannot be fixed programmatically will be given to the City in a report so the appropriate personnel can fix the data and return it to Tyler.



Finally, Tyler will use the formatted text file with our conversion application to convert the data and images into TCM. Tyler will do a cursory review to ensure the data is as expected and that the document and image counts match the numbers provided.

### 3.5.4 Conversion Validation

The final step in the conversion process is the Conversion Validation. A Tyler Implementation Consultant will assist you with accessing and performing the initial review of your data and images. This will be done via a web-based teleconference (basic training on searching will also be provided as part of this review). The Consultant will discuss things to look for in the converted data as well as various methods of comparison. A Document Statistics report will be provided showing counts of what was converted, how many documents, how many images, etc. This report should be compared to numbers produced by the City out of the legacy system. Finally, the Consultant will review several converted documents with City resources. After the web-based training, the data and images will be made available to the City for the completion of the conversion validation process for both accuracy and completeness. During the conversion process, the Tyler Consultant will devote considerable attention to data integrity. A visual inspection of the various records is performed by examining records chosen on a random basis. Although Tyler will do its utmost to ensure the integrity of the data, the ultimate responsibility for data validation belongs to the City.

### 3.5.5 Conversion Exclusions

All applications store data differently and generally it only makes sense to convert information associated with the actual indexed records.

Tyler will not convert any data not directly related to the indexed record. This includes workflow, receipting, security and any other areas outside of a records data that displays on the search results screen.

Tyler will not convert data from a single Document Type with less than 250 records. If these document types are included in the data files submitted to Tyler, Tyler will provide a summary report of the document data, but will not convert it.

Tyler will only convert documents that link directly into Munis or EnerGov data.

Documents outside of this requirement are not in scope unless TCM Enterprise is purchased.

### 3.5.6 Conversion Acceptance

There is a period of five (5) business days from the initial day the data and images are made available for the City's review to accept the conversion. Tyler will present the City Project Manager with an acceptance form for signature indicating that the data and images have been accepted. If the City finds any issues or problems with the conversion during the five-day period, the issues must be communicated via email to the Tyler Project Manager before the end of the five days. Tyler will then correct any conversion issues and the City will have two additional business days to verify the corrections. Tyler understands that this is a time-consuming and aggressive schedule; this is necessary to stay on schedule and, more importantly, to ensure that the converted data and images are both accurate and complete.

### 3.5.1 TCM SE Conversion Scope

TCM SE – Accounting – Budgets (total balances only) up to 3 years
TCM SE – AP - Checks
TCM SE – AP - Standard Master
TCM SE – Capital Assets - History
TCM SE - Capital Assets Standard - Master, GL Accounts, Purchase History
Tyler Content Manager SE - EnerGov Business Management
Tyler Content Manager SE - EnerGov Community Development
Tyler Content Manager SE - General Billing - Bills (Header,Detail), Payment History, Invoices
Tyler Content Manager SE - General Billing Standard - CID
Tyler Content Manager SE - Payroll - Certications
Tyler Content Manager SE - Payroll - Check History
Tyler Content Manager SE - Payroll - Deductions
Tyler Content Manager SE - Payroll - PM Action History
Tyler Content Manager SE - Payroll - Recruiting
Tyler Content Manager SE - Payroll Standard - Employee, Address
Tyler Content Manager SE - Purchase Orders - Standard - Open PO's
Tyler Content Manager SE - Utility Billing - Standard - UB Account, CID's
Tyler Content Manager SE - Work Order - Work Order Asset



## Glossary

Word or Term	Definition
<b>Accountable</b>	The person who is ultimately accountable for decisions being made on a task.
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Build Blueprint</b>	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the Authority to Validate what was agreed to be in Scope has been Delivered.
<b>Business Requirements Document</b>	A specification document used to describe Authority requirements not available through Tyler software functionality, which will lead to a Modification with Authority acceptance.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
<b>Consulted</b>	Anyone who must be consulted with prior to a decision being made and/or the task being completed
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal City review point. Project progress cannot continue until the City acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a City (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.



<b>Forms</b>	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Informed</b>	Anyone who will be updated when decisions are made, or a task is completed.
<b>Install</b>	References the initial Installation of software files on City servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
<b>Interface</b>	A real-time or automated exchange of data between two systems.
<b>Legacy System</b>	The system from which a City is converting.
<b>Modification</b>	Modification of software program package to provide individual City requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
<b>Power User</b>	An experienced City person or group who is (are) an expert(s) in the City business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Production Cutover</b>	The Authority is using the Tyler software to conduct daily operations.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high-level tasks with rough timeframes will be plotted out beyond this.



<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the City Project Manager to discuss Scope, information needed for project scheduling and resources.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Responsible</b>	The person who will be completing the task.
<b>Scope</b>	Products and services that are included in the Agreement.
<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key City representatives to present high level project expectations and outline how Tyler and the City can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## Appendix 1: Deliverable Expectation Document

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

Deliverable Number: DED-01	Phase
<b>Deliverable Name:</b> Project Charter	Cross
<b>Objective:</b> Provide written authorization, management support, set clear expectations, communicate a clear business case for the project	
<b>Scope:</b> All products and services in the Agreement	
<b>Format:</b> Microsoft Word	
<b>Outline:</b> The Project Charter format will be based on PMI Methodology and will contain the following key sections: <ul style="list-style-type: none"> <li>• Authorizations</li> <li>• Overview</li> <li>• Project Background &amp; Business Case</li> <li>• Specific Key Resources Assigned to Project</li> <li>• Proposed Start and End Dates</li> <li>• Key Milestones and Deliverables</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Provide input for Project Charter content</li> <li>• Review and authorize Project Charter</li> <li>• Review and accept DED-01</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Lead development of Project Charter</li> <li>• Solicit information for content</li> <li>• Write Project Charter Using Provided Material</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Project Charter accurately reflects the content discussed during development meetings</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	



<b>Deliverable Number: DED-02</b>	<b>Phase</b>
<b>Deliverable Name:</b> Evolution Plan	Cross
<b>Objective:</b> Provide written outline of the steps and key activities required in transforming the City from current to future state.	
<b>Scope:</b> Products and services in the Agreement, as well as post live assessment and reinforcement techniques, continuing education, and onboarding.	
<b>Format:</b> Microsoft Word	
<b>Outline:</b> The Evolution Plan will contain the following key sections: <ul style="list-style-type: none"> <li>• Overview of Project Goals</li> <li>• Current and Future State Delta Assessment</li> <li>• Major Steps in Transformation Process</li> <li>• Expected Outcome</li> <li>• Roles and Responsibilities</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Provide input for Evolution Plan</li> <li>• Review and authorize Evolution Plan</li> <li>• Review and accept DED-02</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Own development of Evolution Plan</li> <li>• Solicit information for content, current/future state delta</li> <li>• Write Evolution Plan using provided material and assessment</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Evolution Plan adequately describes a process for achieving project goals, long term organizational change, and full utilization of tools as recommended</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number: DED-03</b>	<b>Phase</b>
<b>Deliverable Name:</b> Management Plans	Cross
<b>Objective:</b> To provide guidance for changes, issues, and other project challenges.	
<b>Scope:</b> Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between City and Tyler Project Manager. The management plans will include all information and procedures for all phases of the project.	
<b>Format:</b> MS Word / SharePoint	
<b>Outline:</b> The management plan document will be a compilation of the following management plan subsets: <ul style="list-style-type: none"> <li>• Scope Management Plan</li> <li>• Document Control Information</li> </ul>	

Deliverable Number: DED-03	Phase
<ul style="list-style-type: none"> <li>• Change Control History</li> <li>• Scope Definition</li> <li>• Scope Verification</li> <li>• Scope Control</li> <li>• Scope Change</li> <li>• Schedule Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Plan Description</li> <li>• Approach</li> <li>• Roles &amp; Responsibilities</li> <li>• Schedule Reporting and Control</li> <li>• Schedule Changes</li> <li>• Resulting Scope Changes</li> </ul> </li> <li>• Risk Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Risk Definition</li> <li>• Purpose</li> <li>• Risk Management Strategy</li> <li>• Risk Register</li> </ul> </li> <li>• Financial Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Overview</li> <li>• Project Budget</li> <li>• Status</li> <li>• Communication</li> <li>• Change Orders</li> <li>• Project Budget Status</li> <li>• Payment Milestones</li> <li>• Roles &amp; Responsibilities</li> </ul> </li> <li>• Communication Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Plan Description</li> <li>• Purpose</li> <li>• Summary of Communication Plan Elements</li> <li>• Communication Paths</li> </ul> </li> <li>• Issue Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> </ul> </li> </ul>	

Deliverable Number: DED-03	Phase
<ul style="list-style-type: none"> <li>• Plan Description</li> <li>• Common Sources of Issues</li> <li>• Issues &amp; Scope Management Control</li> <li>• Roles and Responsibilities</li> <li>• Process</li> <li>• Analysis</li> <li>• Record Issue</li> <li>• Issue Tracking</li> <li>• Action Plan</li> <li>• Response</li> <li>• Release &amp; Code Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Overview</li> <li>• Definition of Baseline Versions</li> <li>• Tools</li> <li>• Code Management</li> <li>• Defect Updates</li> <li>• Version Upgrades</li> <li>• Database Environments</li> <li>• Roles &amp; Responsibilities</li> </ul> </li> <li>• Quality Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Quality Approach</li> <li>• Quality Management Objectives</li> <li>• Project Quality Control</li> <li>• Issue Resolution</li> <li>• Quality Assurance</li> <li>• Roles &amp; Responsibilities</li> <li>• Reporting Plan</li> <li>• Quality Control Log</li> <li>• Quality Assurance Log</li> </ul> </li> <li>• Education &amp; Training Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Introduction</li> <li>• Instructional Analysis</li> <li>• Needs and Skills Analysis</li> <li>• Development Approach</li> <li>• Instructional Methods</li> <li>• Training Resources</li> </ul> </li> </ul>	

Deliverable Number: DED-03	Phase
<ul style="list-style-type: none"> <li>• Training Sessions Offered</li> <li>• Training Materials Lists</li> <li>• Resource Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Introduction</li> <li>• Roles &amp; Responsibilities</li> <li>• Staffing Management</li> <li>• Staff Rollout</li> <li>• Resource Calendars</li> <li>• Performance Assessments</li> <li>• Personnel Replacement</li> <li>• Workspace Management</li> </ul> </li> <li>• Integration Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Initiating</li> <li>• Planning</li> <li>• Executing</li> <li>• Controlling</li> <li>• Closing</li> </ul> </li> <li>• Requirements Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Scope</li> <li>• Overview</li> <li>• Roles &amp; Responsibilities</li> <li>• Process</li> <li>• Requirements Traceability Matrix</li> </ul> </li> <li>• Change Control Management Plan <ul style="list-style-type: none"> <li>• Document Control Information</li> <li>• Change Control History</li> <li>• Change Request Form – Submittal Process</li> <li>• Change Request Form – Review &amp; Approval Process</li> <li>• Change Control Tracking</li> </ul> </li> </ul>	
<p><b>City Role:</b></p> <ul style="list-style-type: none"> <li>• Collaborate in the development of acceptable management plans</li> <li>• Review and authorize management plans</li> <li>• Review submitted management plans for accuracy</li> <li>• Communicate management plans to Project Team, as needed</li> <li>• Collaborate in changes to management plans, as needed</li> <li>• Review and Accept DED03</li> </ul>	



Deliverable Number: DED-03	Phase
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Lead development of management plans using baseline template</li> <li>• Collaborate with City to develop acceptable management plans</li> <li>• Write management plans to reflect decisions</li> <li>• Collaborate in changes to management plans, as needed</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• Implementation Management Plans contain all of the required components and accurately reflect decisions</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-04	Phase
<b>Deliverable Name:</b> Organizational Change Assessment Study	Cross
<b>Objective:</b> Identify the organization's capacity for change and outline key areas where change may be more difficult.	
<b>Scope:</b> Study includes all departments impacted by ERP Project.	
<b>Format:</b> MS Word	
<b>Outline:</b> The Organizational Change Assessment will contain the following key sections: <ul style="list-style-type: none"> <li>• Overview of Change Assessment Process</li> <li>• Results from assessment surveys and interviews</li> <li>• Analysis of results</li> <li>• Study Conclusion</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Make resources available for assessment input</li> <li>• Participate in formal review of Organizational Change Assessment Study</li> <li>• Review and accept DED-04</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Develop tools needed to conduct Organizational Change Assessment Study</li> <li>• Solicit information for content, current/future state delta</li> <li>• Write Transformation Plan using provided material and assessment</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Organizational Change Assessment encompasses comprehensive material gathered from the organization, from which detailed change management information can be extracted and utilized for further planning.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number: DED-05</b>	<b>Phase</b>
<b>Deliverable Name:</b> Project Plan	1,2,3,4,5,6
<b>Objective:</b> Full Project Plan with Task list, task owners, due dates, and predecessors for successful management of the project.	
<b>Scope:</b> All products and services included in the Agreement for the duration of the Project.	
<b>Format:</b> Developed and maintained in MS Project. Scheduling and task lists then certain elements uploaded to the Tyler-provided Project SharePoint site.	
<b>Outline:</b> The project plan will follow the Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, deliverables, milestones, review/acceptance periods, and other key project events. The Project Plan will contain, at a minimum: <ul style="list-style-type: none"> <li>• Project's activities and tasks</li> <li>• Start, End and Actual Completion Dates of project activities and tasks</li> <li>• Specific resources assigned to project tasks</li> <li>• Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages</li> <li>• Milestones and Deliverables</li> <li>• City Review Periods for Milestones and Deliverables</li> <li>• Project Acceptance of Deliverables and Implementation Control Points</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Provide information to assist in the development of an achievable plan, including blackout dates, key resource conflicts, etc.</li> <li>• Review and authorize project plan</li> <li>• Contribute information necessary to maintain project plan</li> <li>• Review and Accept DED-05</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Conduct initial planning session to begin Project Plan development</li> <li>• Create project plan</li> <li>• Maintain project plan</li> <li>• Post project schedule and task list to Project SharePoint site</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Project Plan contains all of the required components of the Agreement, tasks required to complete scope of work, milestones and deliverables, and is presented in a manner that allows for a logical and orderly control of the project.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable meets the established project budget and timeline.</li> </ul>	



Deliverable Number: DED-06	Phase
Deliverable Name: SaaS Installation Report	1
<b>Objective:</b> Provide City with listing of all products, installation paths and accounts installed for Tyler-hosted agreements.	
<b>Scope:</b> All Tyler products and associated hardware and software	
<b>Format:</b> Microsoft Word	
<b>Outline:</b> The Installation Report will contain the following key sections: <ul style="list-style-type: none"> <li>• Application and software user accounts details</li> <li>• Application and web service URLs</li> <li>• Tyler License Keys</li> <li>• Recommended on-going IT tasks</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Participate in a call with Tyler Technology team</li> <li>• Review details of hardware and software configuration, ongoing tasks</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• Review and accept DED-06</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Prepare SaaS Installation Report</li> <li>• Schedule and conduct call to review report and answer questions</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Installation Report accurately outlines all items identified in the Deliverable Outline</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-07	Phase
Deliverable Name: Change Impact Report	1,2,3,4,5
<b>Objective:</b> Provide guidance on significant procedural impact points throughout the organization based on the outcome of the System Design Test and the Client's process decisions.	
<b>Scope:</b> All Departments impacted by the use of Tyler Software	
<b>Format:</b> MS Word	
<b>Outline:</b> Tyler Change Impact Report will contain: <ul style="list-style-type: none"> <li>• Overview of changed business process</li> <li>• Identification of impacted groups</li> <li>• Change impact rating</li> <li>• Timing for Change Management action</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Participate in informal review of Change Impact Report</li> </ul>	

Deliverable Number: DED-07	Phase
<ul style="list-style-type: none"> <li>Participate in formal review of Change Impact Report</li> <li>Review and accept DED-07</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>Review outcome of System Design test, Tyler Best Practice Recommendations, Future State sessions</li> <li>Review change impact with Tyler Consultants</li> <li>Write Change Impact Report</li> <li>Lead formal review of Change Impact Report</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>The Change Impact Report address all major areas of significant change that will have impact on the Client's user group as they adopt their new processes and use Tyler software.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-08	Phase
<b>Deliverable Name:</b> System Design Document	1,2,3,4,5,6
<b>Objective:</b> To fully document the information flow from current state through future state to decisions; track the associated system settings based on the process decisions; capture screen shots of set up tables; maintain change control.	
<b>Scope:</b> All modules covered under the Tyler Agreement	
<b>Format:</b> MS Excel	
<b>Outline:</b> System Design Document will contain: <ul style="list-style-type: none"> <li>Current State</li> <li>Future State</li> <li>Settings</li> <li>Screen Shots</li> <li>Change Control</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>Provide responses to questions and make process decisions</li> <li>Validate that the document accurately reflects the Client's answers and decisions</li> <li>Communicate changes to process decisions</li> <li>Review and accept DED-08</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>Build the System Design Document incrementally through the Current &amp; Future State process, add decisions following the System Design Test, complete the Settings Tab and validate correctness, capture screenshots</li> <li>Review System Design Document with Client</li> </ul>	



Deliverable Number: DED-08	Phase
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>The System Design Document will accurately reflect the system design at the time of delivery.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-09	Phase
<b>Deliverable Name:</b> Business Process Improvement Report	1,2,3,4,5
<b>Objective:</b> To document the business process improvements and major adjustments resulting from business process redesign.	
<b>Scope:</b> All modules covered under the Tyler Agreement	
<b>Format:</b> MS Word	
<b>Outline:</b> Business Process Improvement Report will contain: <ul style="list-style-type: none"> <li>Overview</li> <li>Detail of Business Process Improvements &amp; Adjustments</li> <li>Considerations <ul style="list-style-type: none"> <li>Policies &amp; Procedures</li> <li>Strategic Operating Plan</li> <li>Audits</li> <li>Interfaces</li> <li>Conversions</li> <li>Reporting</li> <li>Security <ul style="list-style-type: none"> <li>Menu Security</li> <li>Functional Role Permissions</li> <li>Data Access Role Permissions</li> </ul> </li> <li>Workflow Considerations</li> <li>Internal Controls and Reconciliations</li> <li>Decentralized Processing</li> <li>Notes</li> </ul> </li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>Validate that the document accurately reflects the Client's decisions</li> <li>Review and accept DED-09</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>Write the Business Process Improvement Report using the results from the System Design Test, the System Design Document, and the Change Impact Report, and other analysis sessions as the basis for the information.</li> <li>Review the Business Process Improvement Report with Client</li> </ul>	

Deliverable Number: DED-09	Phase
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>The Business Process Improvement Report accurately captures the design and the areas of significant improvement at the time of delivery.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-10	Phase
<b>Deliverable Name:</b> Implementation Plan	1,2,3,4,5,6
<b>Objective:</b> Detailed plan for implementation of Tyler products based on decisions made during Assess & Define Stage.	
<b>Scope:</b> All modules and associated services covered under the Tyler Agreement	
<b>Format:</b> MS Word	
<b>Outline:</b> Implementation Plan will contain: <ul style="list-style-type: none"> <li>Conversion Plan</li> <li>Integration Plan</li> <li>System Security Plan</li> <li>Testing Plan</li> <li>Interface Plan</li> <li>Forms Plan</li> <li>System Build Plan</li> <li>Process Change Management Plan</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>Attend sessions to review plans</li> <li>Review and accept DED-10</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>Write the plans to accurately reflect the approach to implement all modules and services, meeting requirements as determined by the accepted Design Document.</li> <li>Lead the review sessions with Client</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>The Implementation Plan thoroughly covers the required details to implement the design and the areas of significant improvement at the time of delivery.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number: DED-11</b>	<b>Phase</b>
<b>Deliverable Name:</b> Process Manuals	<b>1,2,3,4,5,6</b>
<b>Objective:</b> Provide generic documents outlining process steps according to specific City design decisions.	
<b>Scope:</b> All major processes in Tyler modules covered under the Agreement.	
<b>Format:</b> MS Word	
<b>Outline:</b> Process Manuals will follow the following structure: <ul style="list-style-type: none"> <li>• Objective</li> <li>• Overview</li> <li>• Prerequisites</li> <li>• Procedure</li> <li>• Results</li> <li>• Other Modules Impacted</li> <li>• What's Next?</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Notify Tyler of any corrections needed</li> <li>• Review and accept DED-11</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Deliver Process Documents</li> <li>• Make needed corrections to manuals</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Process Manuals accurately reflect the current version of the Tyler software.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

<b>Deliverable Number: DED-12</b>	<b>Phase</b>
<b>Deliverable Name:</b> End User Guides	<b>1,2,3,5</b>
<b>Objective:</b> Provide customized documents outlining simplified process steps for End User functions.	
<b>Scope:</b> All major End User processes in Tyler modules covered under the Agreement.	
<b>Format:</b> MS Word	
<b>Outline:</b> End User Guides will follow the following structure: <ul style="list-style-type: none"> <li>• Process Name</li> <li>• Process Steps</li> <li>• Process Screen Shots</li> </ul>	
<b>City Role:</b>	



Deliverable Number: DED-12	Phase
<ul style="list-style-type: none"> <li>• Test documents by completing processes in system</li> <li>• Notify Tyler of any corrections needed</li> <li>• Review and accept DED-12</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Write End User Guides to accurately reflect the specific requirements for the City according to the accepted Design Document.</li> <li>• Make needed corrections to guides</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The End User Guides accurately reflect the Client's processes according to the accepted Design Document in a simple and easy to follow approach.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-13	Phase
<b>Deliverable Name:</b> User Acceptance Test Plan (UAT Plan)	1,2,3,4,5
<b>Objective:</b> Provide test plans to outline specific process areas that need to be included in UAT scripts to ensure the system configuration and data will function as required once in a live environment.	
<b>Scope:</b> All major processes in Tyler modules covered under the Agreement.	
<b>Format:</b> MS Excel	
<b>Outline:</b> UAT Plans will follow the following structure: <ul style="list-style-type: none"> <li>• Plan Name</li> <li>• Application</li> <li>• List of recommended process testing</li> <li>• List of recommended report testing</li> <li>• List of recommended interface testing</li> <li>• List of recommended integration testing</li> </ul> <b>Outline:</b> UAT Plans will follow the following structure: <ul style="list-style-type: none"> <li>• Plan Name</li> <li>• Application</li> <li>• List of recommended process testing</li> <li>• List of recommended report testing</li> <li>• List of recommended interface testing</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Review UAT Plan</li> <li>• Notify Tyler of any corrections needed</li> <li>• Review and accept DED-13</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Write UAT plan to guide the UAT Test Script development process.</li> </ul>	



Deliverable Number: DED-13	Phase
<ul style="list-style-type: none"> <li>Make needed corrections to plan</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>The UAT Plans accurately reflect the processes according to the accepted Design Document and provide sufficient detail to drive development of UAT Test Scripts.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-14	Phase
<b>Deliverable Name:</b> Requirements Traceability Matrix (RTM)	1,2,3,4,5
<b>Objective:</b> Document founded on the Functional Requirements established by the Client's RFP and Tyler's Proposal, tracing how requirements are met or disposed of throughout the design and test phases.	
<b>Scope:</b> All Functional Requirements as responded to in Tyler's Proposal	
<b>Format:</b> MS Excel	
<b>Outline:</b> Requirement Traceability Matrix will contain TABS for: <ul style="list-style-type: none"> <li>Project Goals</li> <li>Functional Requirements by Process Area (columns in TAB listed below:) <ul style="list-style-type: none"> <li>Functional Area</li> <li>Req ID</li> <li>Description</li> <li>Relevant Business Module</li> <li>Relevant Business Goals</li> <li>Process Level 1</li> <li>Process Level 2</li> <li>System Design Test Script ID</li> <li>Outcome</li> <li>Training Document ID</li> <li>UAT Test Script ID</li> <li>Final Process Acceptance</li> </ul> </li> <li>Disposals</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>Participate in regular review of RTM and validation of updates</li> <li>Participate in formal review of final RTM</li> <li>Review and accept DED-14</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>Create and Maintain Requirement Traceability Matrix</li> <li>Review RTM with Client</li> <li>Lead formal review of final RTM</li> </ul>	
<b>Acceptance Criteria:</b>	

Deliverable Number: DED-14	Phase
<ul style="list-style-type: none"> <li>The Requirement Traceability Matrix contains all functional requirements, their associated disposition, how tested, documented, through final acceptance.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-15	Phase
<b>Deliverable Name:</b> Readiness Assessment Report	1,2,3,4,5
<b>Objective:</b> Provide information related to the organization's preparedness for transitioning to new procedures, Tyler software, and the new business vision.	
<b>Scope:</b> All functional and technical areas involved in the project.	
<b>Format:</b> MS Excel or MS Word	
<b>Outline:</b> Readiness Assessment Report will contain: <ul style="list-style-type: none"> <li>Training Assessment</li> <li>Procedural Assessment</li> <li>Project Cutover Communication Assessment</li> <li>Transformation Vision Assessment</li> <li>Technical Assessment</li> <li>Corrective Action Recommendations</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>Participate in formal review of Readiness Assessment Report</li> <li>Escalate areas that require additional attention to Steering Committee</li> <li>Review and accept DED-15</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>Conduct Readiness Assessment measurements</li> <li>Create Readiness Assessment Report</li> <li>Lead formal review of Readiness Assessment Report</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>The Readiness Assessment Report contains sufficient detail to allow the City to evaluate the organization's preparedness for moving into Production Cutover.</li> <li>The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-16	Phase
<b>Deliverable Name:</b> Production Cutover Plan	1,2,3,4,5



Deliverable Number: DED-16	Phase
<b>Objective:</b> Detailed plan and task list outlining all activities leading up to production cutover. Provide cutover timelines to cease processing in legacy system, timeline for final data conversions, contingency processing plans, and instructions for decentralized departments.	
<b>Scope:</b> All functional and technical areas involved in the project.	
<b>Format:</b> MS Excel	
<b>Outline:</b> Production Cutover Plan will contain: <ul style="list-style-type: none"> <li>• Summary of Plan</li> <li>• Cutover Checklist               <ul style="list-style-type: none"> <li>• Item ID</li> <li>• Activity</li> <li>• Owner</li> <li>• Date Verified</li> <li>• City Approval</li> <li>• Notes Comments</li> </ul> </li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Participate in development of Cutover Plan</li> <li>• Review and accept DED-16</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Create and Maintain Cutover Plan</li> <li>• Review Cutover Plan with Client</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Cutover Plan outlines all activities necessary to successfully reach the cutover authorization milestone.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-17	Phase
<b>Deliverable Name:</b> Post Cutover Efficiency Evaluation Report	<b>1,2,3,4,5</b>
<b>Objective:</b> Provide information related to the organization's adoption of new processes, identification of process flow congestion points, re-emergence of shadow systems, and the need for additional training, and adoption of transformation vision.	
<b>Scope:</b> All functional and technical areas involved in the project.	
<b>Format:</b> MS Excel	
<b>Outline:</b> Post Cutover Efficiency Evaluation Report will contain: <ul style="list-style-type: none"> <li>• Project Goals vs Post Live State</li> <li>• Approved Processes vs In Practice Processes</li> <li>• Tool Utilization vs Shadow Systems</li> </ul>	

Deliverable Number: DED-17	Phase
<ul style="list-style-type: none"> <li>• Areas of Additional Process Improvement</li> <li>• Organizational Transformation Measurement</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Participate in collection of data for development of Post Cutover Efficiency Evaluation Report</li> <li>• Escalate areas that require additional attention to Steering Committee</li> <li>• Review and accept DED-17</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Conduct Post Cutover Efficiency Evaluation assessments</li> <li>• Develop Post Cutover Efficiency Evaluation Report</li> <li>• Lead formal review of Post Cutover Efficiency Evaluation Report</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Post Cutover Efficiency Evaluation Report contains enough detail to provide the City with specific means to measure performance and identify areas of improvement.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> <li>• The deliverable is free of formatting and spelling errors.</li> </ul>	

Deliverable Number: DED-18	Phase
<b>Deliverable Name:</b> Phase Reconciliation Report	1,2,3,4,5,6
<b>Objective:</b> Provide clear accounting of all project expenditures associated with the Tyler Agreement by phase	
<b>Scope:</b> All licenses and services	
<b>Format:</b> MS Word	
<b>Outline:</b> Tyler will prepare a budget reconciliation for each phase. The detailed Phase Reconciliation Report (DED-18) will show the specifics of: <ul style="list-style-type: none"> <li>• Accounting of all contract line items</li> <li>• Change Orders and amendments (if any)</li> <li>• Disposition of unused services</li> <li>• Final budget</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Participate in a formal review of report</li> <li>• Review and accept DED-18</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Conduct detailed accounting analysis of phase budget</li> <li>• Prepare DED-18</li> <li>• Review report with City</li> </ul>	



Deliverable Number: DED-18	Phase
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Reconciliation Report contains the detail to provide the Client with specific means needed to validate compliance with contract terms</li> <li>• The respective Client and Tyler project team members have resolved all material content and/or quality issues</li> <li>• The deliverable is free of formatting and spelling errors</li> </ul>	

Deliverable Number: DED-19	Phase
<b>Deliverable Name:</b> Evolution Assessment Report	Cross
<b>Objective:</b> Provide a detailed assessment evaluating the success of completing the Evolution Plan and meeting expectations	
<b>Scope:</b> All functional and technical areas involved in the project.	
<b>Format:</b> MS Word	
<b>Outline:</b> Evolution Report will contain: <ul style="list-style-type: none"> <li>• Anticipated Benefits vs. Benefits Realized</li> <li>• Benefits Realization Timeframe <ul style="list-style-type: none"> <li>o Baseline at current point in post live period</li> <li>o Expected duration of process</li> </ul> </li> <li>• Outcome</li> </ul>	
<b>City Role:</b> <ul style="list-style-type: none"> <li>• Participate in collection of data for development of Evolution Assessment Report</li> <li>• Participate in a formal review of report</li> <li>• Review and accept DED-19</li> </ul>	
<b>Tyler Role:</b> <ul style="list-style-type: none"> <li>• Conduct Evolution Assessment analysis</li> <li>• Develop Evolution Assessment Report</li> <li>• Lead formal review of Evolution Assessment Report</li> </ul>	
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• The Evolution Assessment Report contains enough detail to provide the City with specific means to measure achieved benefits.</li> <li>• The respective Tyler and City project team members have resolved all material content and/or quality issues.</li> </ul>	

<b>Deliverable Number: DED-20</b>	<b>Phase</b>
<b>Deliverable Name:</b> Project Reconciliation Report	Project Closure
<b>Objective:</b> Provide clear accounting of all project expenditures associated with the Tyler Agreement	
<b>Scope:</b> All licenses and services	
<b>Format:</b> MS Word	
<p><b>Outline:</b> Tyler will prepare a budget reconciliation for the Project Closure. The detailed Project Reconciliation Report (DED-20) will show the specifics of:</p> <ul style="list-style-type: none"> <li>• Accounting of all contract line items</li> <li>• Change Orders and amendments (if any)</li> <li>• Disposition of unused services</li> <li>• Final budget</li> </ul>	
<p><b>City Role:</b></p> <ul style="list-style-type: none"> <li>• Participate in a formal review of report</li> <li>• Review and accept DED-20</li> </ul>	
<p><b>Tyler Role:</b></p> <ul style="list-style-type: none"> <li>• Conduct detailed accounting analysis of project budget</li> <li>• Prepare DED-20</li> <li>• Review report with City</li> </ul>	
<p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Reconciliation Report contains the detail to provide the Client with specific means needed to validate compliance with contract terms</li> <li>• The respective Client and Tyler project team members have resolved all material content and/or quality issues</li> <li>• The deliverable is free of formatting and spelling errors</li> </ul>	

## Appendix 2: List of Process Manuals and Major Processes

### MUNIS GENERAL LEDGER

- Adding an Account
- Adding a Rollup Code
- Adding an Org Code
- Adding a Segment Code
- Deleting an Account
- Exporting to Excel
- Finding an Account
- Updating a Journal Entry\*
- Proofing a Journal Entry\*
- Verifying Posted Journals
- Generating a Recurring Journal\*
- General Journal Approval
- Maintaining Journal Details
- Adding a Journal Entry\*
- Creating a Journal Proof Report\*
- Creating Journal Import Templates
- Modifying a Template
- Completing an Import
- Scheduling an Import
- Viewing Account Details\*
- Creating a YTD budget report\*
- Create a Balance Sheet report
- Import ASCII files
- Using the Financial Command Center

### MUNIS BUDGET

- Generating a new budget projection
- Central Budget Entry\*
- Budget Entry Procedures
- Detail Entry Procedures
- Quick Entry Procedures
- Send Notification of Budget Changes
- Roll/Factor/Merge Projection
- Next Year Budget Entry\*
- Next Year Budget Reports\*
- Add a budget transfer or amendment\*
- Budget Workflow Approval
- Creating Budget Scenarios
- Creating packages
- Budget Command Center

### MUNIS ACCOUNTS PAYABLE

- Adding a new vendor
- Invoice Entry\*
- Adding a Check Request\*
- Copying a Check Request



- Deleting a Check Request
- Processing Workflow
- Reactivating Rejected Requests\*
- Updating a Check Request\*
- Viewing a Check Request
- Viewing Workflow for a Request\*
- Enter an invoice against a purchase order\*
- Enter an invoice against purchase order lines\*
- Create a recurring invoice
- Printing AP Invoice Bar Code Labels
- AP Workflow Approval
- Post accounts payable invoices
- Cash Disbursements
- Printing Checks
- Creating an EFT electronic file
- Completing the Cash Disbursements Journal program
- Creating the positive pay file
- Modifying invoices
- Voiding AP checks
- Creating a list of vendor invoices\*
- Creating a Vendor Fiscal Year Summary report\*
- Using the Invoice History by GL Account program\*
- Creating the Invoice Aging Report
- Creating the Invoice Open Report
- Processing general and 1099 Accounts Payable retainage amounts\*
- Permanently retain AP retainage amounts
- Release AP retainage amounts to a vendor or to the IRS
- Process contract retainage amounts
- Purchase Card Setup
- Importing purchase card transactions
- Purchase card statement processing
- Invoice Central
- Vendor Central\*

## MUNIS BID MANAGEMENT

- Creating a Bid Record
- Defining Bid Groups and Items
- Adding Vendors to Bids
- Defining Requesting Departments
- Entering Requested Quantities\*
- Bid Evaluations and Templates
- Assign Bid Evaluators
- Add Attachments and Define Bid Events
- Release a Bid for Proposals
- Create Bid Addenda
- Award Bids
- Convert a Bid

## MUNIS CAPITAL ASSETS



- Creating the Accounts Payable Asset List
- Importing and creating capital asset records from accounts payable invoices or purchase orders
- Enter a capital asset
- Post a capital asset to the General Ledger
- Depreciating assets
- Changing the capitalization status
- Retiring capital assets
- Completing the capital asset disposal process
- Modifying a capital asset
- Importing a file to update fixed assets
- Transferring a capital asset
- Processing capital assets for year end
- Asset Inquiry\*
- Asset Lists\*
- Asset Worksheet
- Asset History by GL Account\*
- Asset Workflow Approvals
- Capital Assets Central\*

#### MUNIS CASH MANAGEMENT

- Creating a new recurring cash flow template
- Updating Cash Flow Records from AP
- Completing the AP Cash Requirements Report
- Selecting Items to Be Paid
- Paying Invoices through EFT or Check
- Manually processing check reconciliation
- Voiding Checks
- Creating an AP Cash Disbursements Report
- Interest Allocation Report
- Adjustments/Deposits Reconciliation
- Bank Reconciliation Manager
  - Match
  - Reconcile
  - Inquiry

#### MUNIS CONTRACT MANAGEMENT

- Entering basic contracts
- Updating a contract converted from a bid
- Creating Contracts Using the Encumbered Accounts Enforcement Method
- Creating a Contract Using the Not to Exceed Enforcement Method
- Creating a Contract Using the Non-encumbered Accounts Enforcement Method
- Creating a Contract Using the Amounts by Segments Enforcement Method
- Contract Approvals
- Contract Change Orders
- Contract Progress Payments
- Contracts Central\*

#### MUNIS EMPLOYEE EXPENSE REIMBURSEMENT

- Entering an Expense Claim\*

- Allocating an Expense Claim
- Approving an Expense Claim
- Converting Expense Claims
- Convert expense claims to Munis Accounts Payable or Munis Payroll
- Employee Expense Workflow Approvals

## MUNIS INVENTORY

- Creating Pick and Delivery Lists
- Printing Pick and Delivery Lists
- Inventory Receipts
- Inventory Issues
- Inventory Adjustments
- Inventory Transfers
- Inventory Transaction Search
- Purge Inventory Data
- GL Impact
- Cross Module Impact

## MUNIS PROJECT & GRANT ACCOUNTING

- Creating a grant
- Grant reimbursement
- Using Grant Manager
  - Finding a Grant Record
  - Managing Grant Records
  - Creating a Grant Record
  - Updating Existing Grant Records
  - Exporting Grant Records
- Creating a Project Master Record
- Importing Projects
- Closing a Project
- Creating Funding Source Strings
- Creating an Expense String
- Project Budget Package Generation
- Project Budget Package Entry
- Project Budget Package Export
- Project Budget Package Posting
- Project Overhead Allocation Processing
- Project Revenue Allocation Processing
- Project Ledger Inquiry and Reporting
- Project Builder
- Workflow Approvals

## MUNIS PURCHASING

- Adding Vendors
- Requisition Entry\*
- Entering Vendor Quotes
- Requisition Approval\*
- Requisition Conversion
- PO Approval

- Purchase Order Posting and Printing/Distribution
- Purchase Order Inquiry and Reports\*
- Purchase Order Change Orders\*
- Change Order Approval
- Posting Change Orders
- Purchase Order Receiving\*
- Purchase Order Quick Receipt
- Returning Items after Entering a Receiving Record
- Item Order Forms
- Purchase Order Central\*

#### TYLER EXECUTIME

- Creating and Saving Filters
- Using Filters
- Employee Clock In/Clock Out\*
- Timecard Inquiry\*
- Timesheet Entry\*
- Time-Off Requests\*
- Hours Request\*
- Time Approval
- Manage Time Off
- Manage Hours Request
- Employee Time Maintenance
- Time Balancing
- Reporting

#### MUNIS SALARY AND BENEFITS PROJECTIONS

- Projection Start and Status
- Duplicating Existing Projections
- Changing Projections
- Projection Processing
- Modifying Benefit/Deduction Rates
- Projection Pay Type
- Projection Job Class
- Projection Salary Tables
- Projection Position Control
- Projection Allocation Maintenance
- Projection Employee Master
- Projection Employee Job/Salary
- Projections Employee Deduction/Benefits
- Projection Contract Changes
- Projection Step Increases
- Projection Longevity and Experience Report
- Projection Salary Calculate
- Projection Benefit Calculate
- Post Projection Data to Budget
- Update Live Position Control
- Post Data to Payroll
- Projection/Actions Post to Live Data

Next Year Planning

## MUNIS HUMAN RESOURCES AND TALENT MANAGEMENT

- Employee Certifications
- Employee Skills and Experience
- Employee Evaluations
- Training Courses
- Training Course Import
- Employee Training
- Employee Training Import
- Employee Training Points
- Training Forecast Report
- Training Hours Completed Report
- Assigning Job Class or Position Requirements
- Professional Development Career Tracks
- Employee Professional Development Status
- Employee Professional Development Succession Plan
- Professional Development Reports
- Employee Accident and Injury Processing
- Case Management
- Grievance/Disciplinary Action Processing
- Employee Tasks
- Employee Notifications
- Evaluations Setup
- 360° Evaluations
- ESS Performance Evaluations
- Employee Evaluation Records
- HR Command Center

## MUNIS PERSONNEL ACTIONS

- Personnel Actions Setup
- Personnel Actions Rapid Entry
- Personnel Actions Entry – New Hire
- Pending Employee Master
- Employee Pay
- Employee Deductions/Benefits
- Employee Accruals
- Employee I-9 Tracking
- Employee Certifications
- Workflow Release
- Action Posting
- Personnel Action Entry – Employee Evaluations\*
- Personnel Action Entry – Job/Position Change\*
- Personnel Action Entry – Rehire/Reinstatement\*
- Personnel Action Entry – Termination/Separation\*
- Actions History Inquiry\*
- Checklists
- On/Off Boarding Codes

## MUNIS BENEFIT ADMINISTRATION



- Deduction and Benefit Master
- Employee Deductions and Benefits
- Personnel Actions and Benefits Administration
- Benefits Enrollment
- Benefits Enrollment Setup Requirements
- Employee Self Service (ESS) Benefits Enrollment
- Deduction and Benefit Calc Codes

## MUNIS PAYROLL

- Payroll Start and Status
- Generating Payroll
- Moving Time Entry Data into the Payroll
- Payroll Earnings and Deductions
- Earnings and Deductions Proof
- Proof Reports
- Employee Update
- Printing Payroll Advices
- Printing Payroll Checks
- Check Register and Positive Pay File
- Deduction Report
- GL Distribution Journal
- Detail State and Local Taxes Report
- Changing Payrolls
- Defining a Payroll Run for Time Entry Users
- Voiding a Payroll
- Miscellaneous Payrolls
- Payroll Time Entry
- Starting a Batch
- Daily Grid
- Multiple Employee Entry
- Time Entry Preferences
- Importing Time Entry
- Time Entry Import
- Payroll Vendor Processing
- Proof Reports
- Updating Vendors
- Direct Deposit Register/Direct Deposit File
- Posting to the General Ledger
- Payroll Processing Setup
- Payroll Processing Errors

## MUNIS RECRUITING

- Applicant Processing
- Self Service Applications
- Job Openings
- Approvers
- Applicant Review
- Pending Applicants
- Reference Questionnaires

Applicant Scoring

## MUNIS RISK MANAGEMENT

Codes and Setup

Claim Records

Claim Activity

Incident Management

## MUNIS ACCOUNTS RECEIVABLE

Applying a Payment to a General Bill\*

Miscellaneous Cash Receipt Entry\*

Finding and Reversing a Payment

Posting Payment Batches

Applying an NSF Fee

Printing NSF Notices

Refund Processing

Posting Lockbox Payment

Accounts Receivable Payment Inquiry and Reports\*

Customer Central\*

## MUNIS GENERAL BILLING

Entering and Maintaining Customers

Invoice Entry and Proof\*

Invoice Approvals

Posting Invoices

Importing Invoices

Entering Recurring Invoices

Applying Credits

Applying Deposits

Printing Invoices

Assessing Late Fees

Printing Statements

Adjusting Invoices

Inquiry and Reports\*

Payment Plan Processing

Setting Up and Processing Loans

Employee Insurance Bills

Interdepartmental Billing

Customer Central\*

## MUNIS UTILITY BILLING

Creating a New Account

Adding Services to Accounts

Copying an Account

Adding a Miscellaneous Fee

Adding a Deposit

Paying a Deposit\*

Entering Fees\*

Adding a Copy-to Address

Setting up an EFT Account

Creating Vacant Accounts

- Deleting Pending Accounts
- Revert to Owner
- Creating a Work Order
- Scheduling/Assigning a Work Order
- Completing a Work Order
- Meter Inventory
- Meter Actions
- Export Meter Reading File
- Import Meter Reading File
- Bill Processing
- Delinquent Notices
- Adding a Special Condition
- Payments on Accounts in Cutoff Status\*
- Importing Payments\*
- Sending Accounts to Collections
- Utilities Account Found
- Finding Customer IDs
- Template Editor
- Customer Central

#### TYLER ASSET MAINTENANCE

- Equipment Asset Detail Maintenance
- Facility/Location Asset Detail Maintenance
- Technology Asset Detail Maintenance
- Infrastructure Asset Detail Maintenance
- Street Asset Detail Maintenance
- Work Order Templates
- Fuel and Odometer Entry
- Gallon and Meter Entry
- Asset Work Order Inquiry\*
- Service Requests\*
- Service Request Approvals
- Convert Service Requests
- Work Order Entry\*
- Work Order Approval
- Time Entry by Work Order Number\*
- Assign Work Orders
- Equipment Entry
- Assign Equipment
- Reporting
- Purchased/Received Supplies
- Time Entry by Employee Number\*
- Time Entry by Crew\*
- Preventive Maintenance Work Order Creation\*
- Work Order Command Center

#### ENERGOV

- Create and Manage a Cash Bond
- Create and Manage a Non-Cash Bond

- Create a Business
- Create a Business License
- Renew a Business License
- Approve a CAP Account
- Register on CAP
- Create a Code Case
- Manage a Code Case
- Generate a Document
- Citizen Portal
- Complete a Review
- Create a Spatial Collection
- Manage GIS Viewer
- Manage Conditions
- Create a Request
- Complete an Inspection
- Create an Impact Case
- Record Impact Units
- Create Inspection Cases
- Schedule an Inspection
- Manage an Inspection
- Create a Permit
- Create a Plan
- Manage My Reviews
- Create a Professional License
- Renew a Professional License
- Create an Exam
- Request and Manage Exams
- Manage a Landlord License
- Manage Rental Properties
- Create Time Tracker
- Reporting

#### CAFR STATEMENT BUILDER

- Administration
  - Developing CAFR Statements for a Year
  - Setting up CAFR Statement Builder
  - Maintaining Agencies and Entities
  - Preparing Data in Munis
  - Importing Accounts for an Entity
  - Setting up CAFR Statement Builder Data
  - Maintaining Funds
  - Understanding Fund Groups
  - Maintaining Accounts
  - Identifying Equity Accounts to Report
  - Setting Up Account Groups
  - Setting Up to Report at the Function-Object Level
  - Classifying Fund Balance and Net Position
  - Restating Fund Equity and Net Position



Entering Adjustments  
Reports and Templates  
Purging Data for a Year  
Import File Specification

#### TYLER PARKS & RECREATION

Contacts  
Membership Classes  
Registrants  
Teams  
Wait List  
Drop In Payments  
Instructors  
Recreation Items  
Class Registration  
Class Registration Refunds  
Rental Registration  
Rental Item  
Citizen Portal Registration  
Citizen Portal Sign In

## Appendix 3: Facility Requirements

The following outlines the City's requirements for providing a suitable work location to be used for the project for training and meetings:

- City will provide a room to be used as a training lab for Tyler staff to transfer knowledge to City resources as well as a place for City staff to practice what they have learned
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by the City. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation and no more than twelve (12) people in total in each session, unless otherwise coordinated with Tyler by City providing supporting staff.
- A workstation is to consist of a computer that has access to needed Tyler programs and a printer.
- City is to provide a workstation that connects to Tyler programs for the Tyler consultant conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- Client is responsible for scheduling the training room(s) for the sessions conducted by Tyler staff.
- Should phases overlap, it will be necessary to make multiple training facilities available.
- Additional meeting spaces may be needed during the project that allow for material to be presented via a projector, but no workstations are required. Whiteboard, markers, and eraser, or similar tools, are required.

Tyler Staff Facility Requirements:

- City will provide a room, or shared area with City Project Team, to be used by the Tyler Project Team.
- Desk with telephone, electrical connection, and printer access for each Tyler resource
- Internet access throughout City facilities





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 1.

**File ID:** 19-0334

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/25/2019

**Short Title:** ERP Contract Approval

**Final Action:** 04/17/2019

**Title:** MOTION TO APPROVE THE NEGOTIATED CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN INITIAL THREE YEAR PERIOD FOR AN AMOUNT NOT TO EXCEED \$7,260,596, PURSUANT TO THE AWARD OF TS-17-04-B "ERP SYSTEM SOFTWARE AND IMPLEMENTATION"

**\*Agenda Date:** 04/17/2019

**Agenda Number:** 1.

#### Internal Notes:

**Attachments:** 1. Tyler Technologies, Inc.- ERP System Software Service Agreement, 2. Initial 3 Year Term Agreement - Cost Estimate Breakdown, 3. Commission Approval (2019-01-16)

1 City Commission 04/17/2019 approve

**Action Text:** A motion was made to approve on the Consent Agenda

### SUMMARY EXPLANATION AND BACKGROUND:

1. On June 6, 2018, the City Commission authorized the advertisement of TS-17-04-B "ERP System Software and Implementation", which was advertised on June 7, 2018.
2. The purpose of this solicitation was to provide an innovative and effective solution to meet the City's needs for an Enterprise Resource Planning (ERP) system.
3. Please note that the solicitation also included an Student/School Information System (SIS), however the City bifurcated the ERP selection into two separate processes, one for the Student/School Information System (SIS) and the other for the remaining Enterprise Resource Planning (ERP) modules. The City is re-convening the evaluation committee for the Student/School Information System (SIS) portion of the project, and an update for that project will be brought back to the City Commission at a future date. The negotiated agreement in this agenda item is strictly for the Enterprise Resource Planning (ERP) portion and does not include the Student/School Information System (SIS).
4. On January 16, 2019, the City Commission approved the findings and recommendation of



the evaluation committee and awarded the Enterprise Resource Planning (ERP) portion of RFP # TS-17-04-B "ERP System Software and Implementation" to Tyler Technologies, Inc., and directed the City Manager to negotiate a contract for services.

5. Shortly thereafter the City commenced negotiations with Tyler Technologies, Inc.

6. The initial term of the agreement is for three years from the first day of the first month following the date that the authorized representatives from both parties have signed the agreement. In addition, the agreement will renew automatically for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term. The agreement also includes various termination clauses, including the option for the City to terminate the agreement for convenience upon thirty days advance written notice.

7. Below is a summary of the annual Software as a Service (SaaS) Licensing Fees as shown in Exhibit B "Invoicing and Payment Policy" of the agreement:

<b>Contract Year</b>	<b>SaaS Licensing Fees</b>
1	\$ 899,389
2	\$ 1,279,181
3	\$ 1,367,956
<b>Total</b>	<b>\$ 3,546,526</b>

If the City renews the agreement for years 4, 5 and 6, the agreement holds the SaaS Licensing Fees at the annual cost of \$1,367,956.

8. In addition to the SaaS Licensing Fees, the agreement also addresses the following one time fees:

<b>Description</b>	<b>One-Time Estimated Fees</b>
Implementation / Other Services	\$ 2,639,400
Conversion Costs	\$ 258,250
3rd Party Hardware, Software and Services	\$ 14,630
Travel Expenses	\$ 801,790
<b>Total Estimated One Time Fees</b>	<b>\$ 3,714,070</b>

The amounts above are estimated fees and will be billed based on actuals incurred. In the event that the actuals exceed the estimated amounts, a change order will be processed. The estimated one time costs above are broken down into the following contract year costs, based on the estimated project timeline and estimated resources needed:

<b>Contract Year</b>	<b>One-Time Estimated Fees</b>
1	\$ 1,784,464
2	\$ 828,788
3	\$ 1,100,818

**Total           \$       3,714,070**

9. As a result, the total estimated amount for the initial three year period is:

**Contract Year:**

<b>Contract Year</b>	<b>SaaS Licensing Fees</b>	<b>One-Time Estimated Fees</b>	<b>Total Estimated Fees</b>
1	\$ 899,389.00	\$ 1,784,464.00	\$ 2,683,853.00
2	\$ 1,279,181.00	\$ 828,788.00	\$ 2,107,969.00
3	\$ 1,367,956.00	\$ 1,100,818.00	\$ 2,468,774.00
<b>Total</b>	<b>\$ 3,546,526.00</b>	<b>\$ 3,714,070.00</b>	<b>\$ 7,260,596.00</b>

**Fiscal Year:**

<b>Fiscal Year</b>	<b>SaaS Licensing Fees</b>	<b>One-Time Estimated Fees</b>	<b>Total Estimated Fees</b>
2018-19 (5 months)	\$ 899,389.00	\$ 752,060.83	\$ 1,651,449.83
2019-20 (12 months)	\$ 1,279,181.00	\$ 1,377,731.50	\$ 2,656,912.50
2020-21 (12 months)	\$ 1,367,956.00	\$ 1,095,025.22	\$ 2,462,981.22
2021-22 (7 months)	\$ 0.00	\$ 489,252.45	\$ 489,252.45
<b>Total</b>	<b>\$ 3,546,526.00</b>	<b>\$ 3,714,070.00</b>	<b>\$ 7,260,596.00</b>

10. Request Commission to approve the negotiated contract with Tyler Technologies, Inc., for an initial three year period for an amount not to exceed \$7,260,596, pursuant to the award of TS-17-04-B "ERP System Software and Implementation".

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$7,260,596 for an initial three year period.
- b) **Amount budgeted for this item in Account No:** There is \$1,651,450 available in account # 1-513-2002-306-64051 (Computer programs) for the current fiscal year expense. The cost for future years will be included in the Annual Budgets for those years.
- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **5 year projection of the operational cost of the project:** The initial term of the agreement is for three years from the first day of the first month following the date that the authorized representatives from both parties have signed the agreement. In addition, the agreement will renew automatically for additional one year renewal terms at the then-current SaaS Fees unless terminated in writing by either party at least sixty days prior to the end of the then-current renewal term. If the City renews the agreement for years 4, 5 and 6, the agreement holds the SaaS Licensing Fees at the annual cost of \$1,367,956.

	<b>Current FY 5 months 5/2019-9/2019</b>	<b>Year 2 12 months 10/2019-9/2020</b>	<b>Year 3 12 months 10/2020-9/2021</b>	<b>Year 4 7 months 10/2021-4/2022</b>	<b>Total</b>
Revenues	N/A	N/A	N/A	N/A	N/A
SaaS Fees	\$ 899,389.00	\$ 1,279,181.00	\$ 1,367,956.00	N/A	\$3,546,526.00
One-Time Fees	\$ 752,060.83	\$ 1,377,731.50	\$ 1,095,025.22	\$489,252.45	\$3,714,070.00
<b>Net Cost</b>	<b>\$1,651,449.83</b>	<b>\$2,656,912.50</b>	<b>\$2,462,981.22</b>	<b>\$489,252.45</b>	<b>\$7,260,596.00</b>

**e) Detail of additional staff requirements:** Not applicable at this time.



# City of Pembroke Pines, FL

601 City Center Way  
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33025  
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## Agenda Request Form

**Agenda Number: 18.**

**File ID:** 19-0001

**Type:** Purchase

**Status:** Held in Commission

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 12/17/2018

**Short Title:** Approve Eval Committee Recommendation for RFP #  
TS-17-04-B "ERP System Software and  
Implementation"

**Final Action:** 01/16/2019

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE  
EVALUATION COMMITTEES AND TO:

A) AWARD THE ENTERPRISE RESOURCE PLANNING PORTION OF RFP  
# TS-17-04-B "ERP SYSTEM SOFTWARE AND IMPLEMENTATION" TO  
TYLER TECHNOLOGIES, INC., AND TO DIRECT THE CITY MANAGER TO  
NEGOTIATE A CONTRACT FOR SERVICES.

B) AWARD THE STUDENT/SCHOOL INFORMATION SYSTEM PORTION  
OF RFP # TS-17-04-B "ERP SYSTEM SOFTWARE AND  
IMPLEMENTATION" TO SKYWARD, INC., WAIVING THE COMPLIANCE OF  
SKYWARD, INC. TO PROVIDE EQUAL BENEFITS FOR DOMESTIC  
PARTNERS AND ALL MARRIED COUPLES, IN THE BEST INTEREST OF  
THE CITY, PURSUANT TO SECTION 35.39(D)(9)(D) OF THE CITY'S  
PROCUREMENT CODE, AND TO DIRECT THE CITY MANAGER TO  
NEGOTIATE A CONTRACT FOR SERVICES.

**\*Agenda Date:** 02/06/2019

**Agenda Number:**

**Internal Notes:** Needs to be on Regular Agenda as a portion is being approved as Best Interest of the City.

**Attachments:** 1. Panorama ERP Functionality Analysis - Tyler Technologies & Mazik Global, 2. Panorama SME Feedback Summary, 3. Evaluation Committee Conflict of Interest Forms, 4. 12-13-18 Summary Rankings, Score Sheets and Meeting Minutes (ERP), 5. 12-13-18 Summary Rankings, Score Sheets and Meeting Minutes (SIS), 6. 11-20-18 Meeting Minutes, 7. 11-19-18 Meeting Minutes, 8. 11-8-18 Meeting Minutes, 9. 11-7-18 Meeting Minutes, 10. 10-16-18 Meeting Minutes, 11. 10-15-18 Meeting Minutes, 12. 9-26-18 Meeting Minutes, 13. 9-20-18 Meeting Minutes, 14. Panorama / City Original Demo Script, 15. Panorama Pricing Analysis (ERP), 16. Panorama Pricing Analysis (SIS), 17. RFP TS-17-04-B - Bid Tabulation, 18. RFP Proposal from Tyler Technologies, Inc., 19. RFP Proposal from Skyward, Inc., 20. RFP TS-17-04-B - ERP System Software and Implementation, 21. RFQ TS-17-04-A - Bid Tabulation, 22. RFQ Proposal from Tyler Technologies, Inc., 23. RFQ Proposal from Skyward, Inc., 24. RFQ TS-17-04-A - ERP System Software and Implementation



- |   |  |            |         |                            |      |
|---|--|------------|---------|----------------------------|------|
| 1 | City Commission  | 01/16/2019 | approve |                            | Pass |
|   | <b>Action Text:</b> A motion was made by Vice Mayor Good, Jr., seconded by Commissioner Siple, to approve Section (A) of Item #18 to award the Enterprise Resource Planning (ERP) portion of the RFP #TS-17-04-B ERP Software and Implementation to Tyler Technologies TCM, directing the City Manager to negotiate a contract for services. The motion carried by the following vote:<br>Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,<br>Commissioner Siple, and Vice Mayor Good Jr.<br>Nay: - 0 |            |         |                            |      |
| 1 | City Commission  | 01/16/2019 | defer   | City Commission 02/06/2019 | Pass |
|   | <b>Action Text:</b> A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to defer to the City Commission, due back on 2/6/2019. Commissioner Siple questioned the vendor's position on not providing equal benefits for domestic partnerships pursuant to Pembroke Pines City Code Section 35.39(D)(9)(D). The motion to defer carried by the following vote:<br>Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,<br>Commissioner Siple, and Vice Mayor Good Jr.<br>Nay: - 0   |            |         |                            |      |
- 

## SUMMARY EXPLANATION AND BACKGROUND:

### Background:

1. On December 20, 2017, the City Commission authorized the advertisement of RFQ # TS-17-04-A "ERP System Software and Implementation", which was advertised on December 26, 2017.
2. The purpose of this solicitation was to find a contractor to provide an innovative and effective solution to meet the City's needs for an Enterprise Resource Planning (ERP) system.
3. On February 20, 2018, the City opened eight (8) proposals and three (3) "No Bid" from the following vendors:
  - Alpha Sirius, Inc.
  - Edmunds & Associates, Inc.
  - Mazik Global, Inc.
  - Quintel-MC, Inc.
  - PowerSchool Group LLC
  - Skyward, Inc.
  - The Arcanum Group, Inc.
  - Tyler Technologies, Inc.
  - Amano McGann, Inc. (No Bid)
  - Superior LLC (No Bid)
  - Incapsulate LLC (No Bid)
4. On May 2, 2018, the City convened the evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFQ documents and listed

below:

- Business and System Overview (25%)
- Functional Requirements (50%)
- Previous Experience (20%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the May 2, 2018, meeting, the evaluation committee made a motion, which passed unanimously, to recommend the following vendors to be shortlisted and moved forward to the RFP process:

- Alpha Sirius, Inc. (Vendor did not submit a Letter of Interest)
- Edmunds & Associates, Inc.
- Mazik Global, Inc. (Vendor declined to sign the Sworn Statement on Public Entity Crimes Form, but stated they are willing to submit it later in the RFQ/RFP process)
- Quintel-MC, Inc.
- PowerSchool Group LLC
- Skyward, Inc. (Vendor stated they will not comply with the City's Equal Benefits Requirement)
- The Arcanum Group, Inc.
- Tyler Technologies, Inc.

6. On June 6, 2018, the City Commission authorized the advertisement of RFP # TS-17-04-B "ERP System Software and Implementation", which was advertised on June 7, 2018.

7. On July 17, 2018, the City opened six (6) proposals from the following vendors:

- Edmunds & Associates, Inc.
- Mazik Global, Inc.
- Quintel-MC, Inc.
- Tyler Technologies, Inc.
- PowerSchool Group LLC
- Skyward, Inc.

8. On August 21, 2018, the Procurement Division issued a notice to the vendors which detailed the dates which they were assigned for their presentations, along with a detailed "Demo Script" that was created with the help of our consultant, Panorama Consulting, which was meant to be a guide for the vendors on what the City was looking for in the demonstrations.

9. On September 20, 2018, the Procurement Division held a conference call with the vendors to go over their concerns regarding the demonstrations.

10. On September 26, 2018, the City convened the evaluation committee to discuss how to proceed with the vendor demonstrations and the scheduling of the demos. It was explained to the evaluators that the vendors were hesitant about having to prepare a demo which followed the 65 page script which was given to the vendors by the City. The vendors requested that they be allowed to present their standard demo due to time and the cost of producing such a

detailed demo. This was discussed and approved by the committee.

11. At the meeting, it was also explained to the committee that the vendors requested a little more flexibility when scheduling the demos. The City had originally assigned to the vendors their demonstration dates based on the order their proposals were received. The evaluation committee also had a discussion regarding the possibility of bifurcating the ERP selection into two separate processes, one for the Student/School Information System (SIS) and the other for the remaining Enterprise Resource Planning (ERP) modules.

12. As a result of the September 26, 2018 evaluation committee meeting, the City Manager approved the bifurcation of the process, with one evaluation committee for the SIS portion and another committee for the remaining ERP modules.

13. The vendors were given some open dates to select from for their demonstrations. Dates were filled on a first come first serve basis. Edmunds & Associates, Inc. informed the Procurement Division that they would no longer want to pursue this opportunity. Quintel-MC, Inc. informed the Procurement Division that they would not be performing a demonstration, but would still like to be considered.

14. The firms presented demonstrations of their systems to the evaluation committee and the City's and School's Subject Matter Experts (SME) on the following days:

**Student/School Information System (SIS)**

PowerSchool Group LLC - October 15, 2018

Skyward, Inc. - October 16, 2018

**Enterprise Resource Planning (ERP)**

Mazik Global, Inc. - November 7 and 8, 2018

Tyler Technologies, Inc. - November 19 and 20, 2018

15. On December 4, 2018, the City convened the evaluation committees for the SIS and ERP projects. The purpose of the meeting was to discuss how best to move the project forward, specifically regarding the scoring of the vendors.

16. On December 13, 2018, the City convened the evaluation committees to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- RFQ Requirements response and answers to Functional Questions (25%)
- Vendor demonstrations (10%)
- Technical evaluation (10%)
- Cost (25%)
- Reputation in the industry (5%)
- Proposed implementation strategy and plan (5%)
- Integration strategy (5%)
- Vendor support and maintenance (5%)

- Vendor company viability (5%)
- Reference checks (5%)

17. The following are the proposed costs for the initial six (6) year period:

**SIS Vendors      Proposed Cost for the 6 Year Period**

PowerSchools	\$	414,462
Skyward	\$	790,102

**ERP Vendors      Proposed Cost for the 6 Year Period**

Quintel	\$	2,466,316
Mazik Global	\$	4,563,350
Tyler Technologies - SaaS	\$	12,430,400

Panorama Consulting will be assisting the City in the negotiations for the contracts with each awarded vendor and anticipates a considerable reduction in costs, that will be brought back to the City Commission for approval of the amount and the contract.

**Student/School Information System (SIS):**

18. At the December 13, 2018 meeting, the evaluation committee ranked the vendors as shown below for the SIS:

**Rank      Vendor Name**

- |   |                       |
|---|-----------------------|
| 1 | Skyward, Inc.         |
| 2 | PowerSchool Group LLC |

19. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award the SIS portion of RFP # TS-17-04-B "ERP System Software and Implementation" to the first ranked vendor, Skyward, Inc., and to direct the City Manager to negotiate a contract for services.

20. Skyward, Inc. has also completed the Equal Benefits Certification Form and has stated that the "Contractor will not comply with the conditions of this section at the time of award."

21. Per § 35.39 (D)(9)(d) of the City's Procurement Procedures, upon a majority vote, the City Commission may waive compliance for City contractors to provide equal benefits for domestic partners and all married couples in various circumstances, including the Best Interest of the City as determined by the City Commission.

22. Section 35.18(C)(8) Best Interest of the City states "Purchases of and contracts for commodities or services are exempt from this section when the City Commission declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the Best Interest of the City. The City Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the City Commission consent agenda."



23. Below are the factual findings:

- Skyward, Inc. was ranked in first place by all seven (7) evaluation committee members.
- In the data collected from the "Subject Matter Experts" (SME) by Panorama Consulting, Skyward, Inc. was unanimously selected as the best option for the charter schools.
- Skyward, Inc. presented a stronger case of how they can integrate to the software currently being used by the charter schools.
- Skyward, Inc. presented a possible solution to integrate with the State of Florida's Terms Database SIS.
- There were only two proposals for the SIS.
- The solution provided by Skyward, Inc. is a more robust system that meets more of the needs of the City's Charter School System.

24. The Procurement Division reached out to Skyward, Inc. to get clarification on their section, in which they stated that they do provide benefits to all legally married couples, however they do not provide benefits to domestic partners.

25. On November 5, 2014, the City passed an ordinance amending the City's Procurement Procedures by creating a new section requiring city vendors to provide equal benefits for employees in a recognized domestic partnership relationship.

26. On June 26, 2015, the U.S. Supreme Court struck down all state bans on same-sex marriage, legalizing it in all fifty states and required states to honor out-of-state same-sex marriage licenses in the case Obergefell v. Hodges.

#### **Enterprise Resource Planning (ERP):**

27. At the December 13, 2018 meeting, the evaluation committee for the ERP portion made a motion, which passed unanimously, to deem Quintel-MC, Inc. as non-responsive due to not presenting a demonstration of their system to the evaluation committee. The evaluation committee ranked the remaining vendors as shown below:

<b>Rank</b>	<b>Vendor Name</b>
1	Tyler Technologies, Inc.
2	Mazik Global, Inc.

28. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award the ERP portion of RFP # TS-17-04-B "ERP System Software and Implementation" to the first ranked vendor, Tyler Technologies, Inc., and to direct the City Manager to negotiate a contract for services.

29. Tyler Technologies, Inc. has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

#### **Recommendation:**

30. Request Commission to approve the findings and recommendation of the evaluation

committees and to:

A) Award the Enterprise Resource Planning portion of RFP # TS-17-04-B "ERP System Software and Implementation" to Tyler Technologies, Inc., and to direct the City Manager to negotiate a contract for services.

B) Award the Student/School Information System portion of RFP # TS-17-04-B "ERP System Software and Implementation" to Skyward, Inc., waiving the compliance of Skyward, Inc. to provide equal benefits for domestic partners and all married couples, in the Best Interest of the City, pursuant to Section 35.39(D)(9)(d) of the City's Procurement Code, and to direct the City Manager to negotiate a contract for services.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** None at this time. A negotiated price and contract will be brought back to the Commission for approval at a later date.

**b) Amount budgeted for this item in Account No:** \$2 million is budgeted in account 1-513-2002-306-64051 computer programs; and \$255,000 in account 1-513-2002-306-64039 Computer equipment not micro

**c) Source of funding for difference, if not fully budgeted:** Additional \$1.9 million has been set aside in assigned fund balance

**d) 5 year projection of the operational cost of the project:** Not applicable at this time.

**e) Detail of additional staff requirements:** Not applicable at this time.