



SOFTWARE AS A SERVICE AND IMPLEMENTATION SERVICES AGREEMENT: ENTERPRISE RESOURCE PLANNING SYSTEM

This Agreement is made as of the _____ day of _____ 2018 (the "Effective Date") by and between THE CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and TYLER TECHNOLOGIES, INC., a Delaware corporation ("Tyler"), both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party", to provide Services for the Software as a Service ("SaaS"), maintenance and support of the City's Enterprise Resource Planning System ("ERP").

RECITALS

1. WHEREAS, City selected Tyler to provide certain ERP products and services as set forth in the Investment Summary, and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, and Tyler desires to provide such products and services under the terms of this Agreement, including all exhibits which are appended hereto by mutual agreement of the Parties.
2. WHEREAS, the open market procedures set forth in the Apache Junction City Code have been satisfied through an alternative procurement method available under Apache Junction City Code, Volume I, Chapter 3: Administration, Article 3-7, Procurement Procedure, Section 3-7-4 (H), through Mohave Arizona Cooperative Purchasing Contract No. 17D-TYL-0525.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged in this Agreement, the Parties agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service and Implementation Services: Enterprise Resource Planning System ("ERP") Agreement.
- **"Business Travel Policy"** means Tyler's business travel policy. A copy of Tyler's current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"City"** means the City of Apache Junction, AZ.
- **"Data"** means City's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for City's Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler's written proposal to City, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler's then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use

the SaaS Services. The Defined Concurrent Users for the Agreement are indicated 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 Tyler provides or otherwise makes available to City, including instructions, user guides, manuals and other training or self-help documentation.
- **“Downtime”** means those minutes during which the Tyler Software is not available for City use. Downtime does not include those instances in which only a Defect is present.
- **“Effective Date”** means the date on which City authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of City or Tyler and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement.
- **“Go-Live Date”** means the dates set forth in Section 1.2 the Statement of Work, when the parties expect the software will be operating in live production.
- **“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 Tyler’s current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS”** means Software as a Service.
- **“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 Tyler’s normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of Tyler’s current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how Tyler’s professional services will be provided to implement the Tyler Software, and outlining City’s and Tyler’s 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 Tyler customers who have licensed the Tyler Software. A copy of Tyler’s 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.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to City through this Agreement.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to City the non-exclusive, non-assignable limited right to use the SaaS Services solely for City’s internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to City according to the terms of the SLA. City acknowledges that Tyler has no delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. City may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. City agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler’s Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. City may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event City regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, Tyler reserves the right to charge City additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. City does 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 City and may be used and copied by City’s employees for internal, non-commercial reference purposes only.
 - 3.3 City retains all ownership and intellectual property rights to the Data. This includes providing reports of Data to third party vendors conducting business with the City and in conjunction with public records requests, so long as the foregoing is in accordance with the terms of this Agreement.
4. Restrictions. City 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 Tyler; 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. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement and any renewal periods. If the Tyler Software does not perform as

warranted, Tyler 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 contained in Exhibit C and Tyler's then current Support Call Process contained in Exhibit C, Schedule 1.

6. SaaS Services.

6.1 Tyler's SaaS Services are audited at least yearly in accordance with the American Institute of Certified Public Accountant's ("AICPA") Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. Tyler has attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as City is timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide City with a summary of Tyler's SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which City makes a written request, Tyler agrees to provide that same information within thirty (30) calendar days of such written request.

6.2 City will be hosted on shared hardware in a Tyler data center, but in a database dedicated to City, which is inaccessible to Tyler's other customers.

6.3 Tyler shall 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 City's data is lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, Tyler 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 at no cost to the City. 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 City data may be lost, measured in relation to a disaster Tyler declares, said declaration will not be unreasonably withheld.

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

6.5 Tyler shall conduct annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide City with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to City's database(s) is detected as a result of Tyler's security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at City's written request. City 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 Tyler's network and systems (hosted or otherwise) is prohibited without the prior written approval of Tyler's IT Security Officer.

6.6 Tyler tests its disaster recovery plan on an annual basis. Tyler's standard test is not client-specific. Should the City request a client-specific disaster recovery test, Tyler will work with City to schedule and execute such a test on a mutually agreeable schedule.

6.7 Tyler will be responsible for importing back-up and verifying that City can log-in. City will be responsible for running reports and testing critical processes to verify the returned data. At City's written request, Tyler will provide test results to City within a commercially reasonable timeframe after receipt of the request.

6.8 Tyler shall provide secure data transmission paths from each of City's workstations to its servers.

6.9 All of Tyler's employees sign Tyler's confidentiality agreement and security policies. Tyler's 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. Tyler shall provide detailed notice to the City after a breach of the City's Data has been discovered. Tyler, at no cost to the City, will work to restore security measures as deemed necessary by Tyler as quickly as possible.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. Tyler will provide City the various implementation-related services itemized in the Investment Summary and timely perform its obligations as described in the Statement of Work.
2. Professional Services Fees. City agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary and consistent with the Invoicing and Payment Policy (Exhibit B). Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. City acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for City's implementation. Tyler will bill City the actual fees incurred based on the in-scope services set forth in this Agreement as provided to City. 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 Tyler's understanding of the specifications City supplied. If additional work is required, or if City uses or requests additional services, Tyler will provide City 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. No work shall commence on any amendment or change order until the amendment has been mutually agreed-upon and approved by the parties.
4. Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for Tyler personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. If City cancels services within the period of less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), Tyler will make all reasonable efforts to reassign personnel. If Tyler's personnel cannot be reassigned then City will be liable for all: (a) non-refundable expenses incurred by Tyler on City's behalf, and (b) daily fees associated with cancelled professional services.
5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent

with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to City.

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

7. City Assistance. City acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of City personnel. City agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler 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 City personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as City timely pays City's 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, Tyler will:

8.1 perform 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 Tyler's 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 City all major and minor releases to the Tyler Software (including updates and enhancements) that Tyler makes 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 Tyler's then-current release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, City agrees to maintain a high-speed internet connection capable of connecting Tyler to City's PCs and server(s). City agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for Tyler personnel travel expenses, unless it is determined that the reason onsite support was required was a reason outside Tyler's control. Either way, City agrees to provide Tyler 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 Tyler to provide the maintenance and support services, at no charge to Tyler. Tyler strongly recommends that City also maintain a 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 Tyler's normal business hours as listed in Exhibit C, Schedule 1, Tyler's then-current Support Call Process. Requested services such as those outlined in this section will be billed to City on a time and materials basis at Tyler's then current rates. City must request those services with at least seven (7) calendar days advance notice.

9. The City will use the following acceptance process for each Phase, as defined in the project plan:

9.1 Client will have a maximum of a thirty (30) calendar day "Test Period" to test the System in a live production environment for and report documented Defects. If there are no Defects reported during the Test Period the Client shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client reports a documented Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the Test Period, Client may re-perform testing for a maximum of fifteen (15) calendar days. This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Project Closure.

10. Key Personnel. Tyler will provide the City with resumes of the key personnel assigned to City by Tyler within fifteen (30) days of the kick-off date of each project phase as identified in the Statement of Work. For purposes of this paragraph, key personnel shall be defined in the Statement of Work.

10.1 City acknowledges and agrees that Tyler's assignments are subject to its reasonable discretion. City further agrees that it will not unreasonably request to change those assignments, in light of the proposed task and the complement of experience levels on the project team.

10.2 If Tyler agrees to withdraw a proposed assignment based on the City's request, Tyler will resubmit a resume for the replacement candidate, which the City may review within the same timeframes, and according to the same standards, set forth above.

10.3 In the event that the City's review and approval process threatens to result in project delays, Tyler will advise City of such potential, and City will grant Tyler reasonable extensions in the project schedule to accommodate any such delay.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if City has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, City will receive access to the Third Party

Software and related documentation for internal business purposes only. City's rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 Tyler is 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, City will receive free and clear title to the Third Party Hardware.

3.3 City acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and passes through to City any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.

4. Notwithstanding any statement to the contrary in Exhibit D (DocOrigin EULA) , Tyler is authorized by the Developer to agree that the governing law and venue applicable to disputes directly between City and the Developer under Exhibit D, Schedule 1 shall be the laws of Texas and the courts of Dallas County, Texas, as opposed to the laws and courts of the Province of Ontario, Canada, as set forth in Section 8.4

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. All compensation for products and services rendered by Tyler shall be payable in accordance with the Invoicing and Payment Policy in Exhibit B. Tyler shall invoice City the SaaS Fees and fees for other professional services in the Investment Summary.
2. Invoice Disputes. If City believes any delivered software or service does not conform to the warranties in this Agreement, City will provide Tyler with written notice within thirty (30) calendar days of City's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues City contends are in dispute so that Tyler can confirm the issue and respond to City's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in City's notice. Tyler will work with City as may be necessary to develop an action plan that outlines reasonable steps to be taken by each Party to resolve any issues presented in City's notice. City may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of City's failure to complete the items agreed to be done by City, then City will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if City fails to pay an invoice not disputed as described above within thirty (30) calendar days of notice of receipt of Tyler's intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) 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, the term will renew for additional one (1) year renewal terms at Tyler's then-current SaaS Fees on City's timely payment of the applicable renewal invoice, unless terminated in writing by City at least ninety (90) calendar days prior to the end of the then-current renewal term. City's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this

Agreement's term and any subsequent renewal period.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, City will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services City has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than City's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 For Convenience. City may terminate this Agreement for any reason upon three (3) months prior written notice.
 - 2.2 Failure to Pay SaaS Fees. City acknowledges that continued access to the SaaS Services is contingent upon City's timely payment of SaaS Fees. If City fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny City access to the Tyler Software. Tyler may also terminate this Agreement if City doesn't cure such failure to pay within forty-five calendar (45) days of receiving written notice of Tyler's intent to terminate.
 - 2.3 For Cause. If City believes Tyler has materially breached this Agreement, City will invoke the Dispute Resolution clause set forth in Section H(3). City may terminate this Agreement for cause in the event Tyler does 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).
 - 2.4 Force Majeure. Neither City nor Tyler, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of Force Majeure. In no event will Force Majeure include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Tyler in connection with the obligations under this Agreement. In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Force Majeure; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Force Majeure, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed thirty (30) calendar days. 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.
 - 2.5 Lack of Appropriations. If City should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, City may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. City will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. City agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.6 Fees for Termination without Cause during Initial Term. If City terminates this Agreement during the initial term for any reason other than cause, Force Majeure, lack of appropriations or assignment of this Agreement by Tyler, or if Tyler terminates this Agreement during the initial term for City's failure to pay SaaS Fees, City shall pay Tyler the following early termination fees:
 - a. if City terminates during the first year of the initial term, 100% of the SaaS Fees through

the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term;

- b. if City terminates during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term; and
- c. if City terminates after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

It is understood by the Parties that if termination is due to any reason set forth in section F.2.6 above (for cause, Force Majeure, lack of appropriations or assignment of this Agreement by Tyler), the City is not liable for any termination fees.

SECTION G – APPLICABLE LAW AND VENUE, INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Applicable Law and Venue. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in the State or Federal Courts of Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.
2. Intellectual Property Infringement Indemnification.
 - 1.1 Tyler will defend City 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 Tyler consents). City must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
 - 1.2 Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on City's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or City's willful infringement.
 - 1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at Tyler's expense and without obligation to do so, either: (a) procure for City the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case City will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case City 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 City's 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 Tyler consents), Tyler will, at Tyler's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a

functional equivalent; or (d) terminate this Agreement and refund City the prepaid but unused SaaS Fees for the year in which the Agreement terminates. Tyler will pursue those options in the order listed herein. This section provides City's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

3. General Indemnification.

1.1 To the fullest extent permitted by law, Tyler shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all third-party liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with acts, errors, mistakes, omissions, work or services of Tyler, its agents, or employees. Tyler's duty to defend, hold harmless and indemnify City, its Special Districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any third-party tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by Tyler's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Tyler.

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

4. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS 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.

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

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

7. **Insurance.** Tyler, at its own expense, shall purchase and maintain the herein stipulated minimum

insurance with companies duly licensed in the State of Arizona, possessing a current A.M. Best, Inc. Rating of at least B++6.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Tyler's insurance shall be primary insurance with respect to the City for claims under Tyler's Commercial General Liability or Automobile Liability policies that arise out of or relate to the contract and are between Tyler and City.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The Commercial General Liability and Automobile Liability insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Tyler's acts, errors, mistakes, omissions, work or service, except to the extent the damage or injury is caused by City.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Tyler shall be solely responsible for the deductible and/or self-retention and City.

Tyler will disclose copies of its insurance policies in the event a claim is disputed or denied. City shall not be obligated, however, to review same or to advise Tyler of any deficiencies in such policies and endorsements, and such receipt shall not relieve Tyler from, or be deemed a waiver of, City's right to insist on strict fulfillment of Tyler's obligations under this Agreement.

The Commercial General Liability and Automobile Liability insurance policies required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

Required Coverage

Commercial General Liability. Tyler shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and contractual coverage per the terms of Tyler's policy including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or any replacements thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the

Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Consultant's operations and products and completed operations.

Automobile Liability. Tyler shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Tyler's owned, hired, and non-owned vehicles assigned to or used in performance of Tyler's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. Tyler shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Tyler's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Tyler certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 et seq. which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Tyler has no employees for whom workers' compensation insurance is required, Tyler shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Tyler employs any employees subject to coverage.

In case any work is subcontracted, Tyler will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Tyler.

Professional Liability. Tyler will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Tyler, or any person employed by Tyler, with a limit of not less than \$1,000,000 each claim.

Certificates of Insurance

Prior to commencing work or services under this Agreement, Tyler shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, within fifteen (15) calendar days of the Effective Date of this Agreement, issued by Tyler's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past the termination or non-renewal of this Agreement and shall be evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City, its elected officials, appointees and employees as additional insured parties. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its elected officials, appointees and employees are added as additional insureds under the Commercial General Liability and Automobile Liability policies."

Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) calendar days' prior written notice to City.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. City may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date of this Agreement by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, City may purchase additional products and services at Tyler's 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. City agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. City agrees to cooperate with Tyler 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 Tyler's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, either Party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent City or Tyler 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 City is a tax-exempt entity, City agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and City will reimburse Tyler for such taxes. For clarity, Tyler is responsible for paying its income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement. Tyler shall pay all applicable license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Tyler which are legally enacted at the time the obligations under this Agreement are performed.
5. Permits and Fees. Unless otherwise provided in this Agreement, Tyler shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution

and completion of services which are required by law to be secured after execution of the Agreement. In the event a local business license is required for Tyler to perform services hereunder, City will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license. Tyler shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the obligations.

6. Records. Records of Tyler's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection once per year upon one (1) week's prior written notice to Tyler, and at City's expense. Tyler shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel once per year upon one (1) week's prior written notice to Tyler during regular business hours and at City's expense.
7. Independent Contractor. City and Tyler agree and understand that the relationship between both Parties is that of an independent contractor.
8. Waiver of Terms and Conditions. The failure of City or Tyler to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
9. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
10. As required by A.R.S. § 41-4401, Tyler hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Tyler will verify the employment eligibility of the employee through the E-Verify program. If Tyler uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Tyler is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Tyler shall not be deemed in material breach of this Agreement if Tyler and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Tyler employee or subcontractor employee who works under this Agreement to ensure that Tyler or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at

reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law

11. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to City's project.
12. Applicable Law. Tyler, in the performance of services, will comply with all applicable laws, ordinances, orders, decrees and regulations. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable laws existing as of the time of the Effective Date. Should laws applicable to Tyler's performance under the Agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation.
13. Subcontractors. Tyler will not subcontract any services under this Agreement without City's prior written consent, not to be unreasonably withheld.
14. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either party's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, City's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets.
15. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of City and Tyler. 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.
16. Entire Agreement; Amendment. This Agreement, the Mohave Educational Services Cooperative, Inc. RFP 17D-0224, the related Best and Final Offer, and City's purchase order represent the entire agreement between City and Tyler with respect to the subject matter hereof, and supersede any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Notwithstanding the foregoing, purchase orders submitted by City, if any, are for City's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement contains the entire agreement between the two Parties and supersedes all negotiations, discussion, obligations and rights of the Party's with respect to each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the Parties hereto. No work shall commence on any amendment or change until the amendment has been mutually agreed-upon and approved by the parties.
17. Severability. City and Tyler each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring either Party to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the

reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation are not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

18. Conflicts of Interest. This Agreement is subject to, and may be terminated by City as set forth in Section F above and in accordance with, the provisions of A.R.S. § 38-511.
19. Prohibition to Contract with Consultants Who Engage in the Boycott of the State of Israel. The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with consultants who engage in boycotts of the State of Israel. Should Tyler under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Tyler to monetary damages, including but not limited to, consequential and liquidated damages.
20. 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; or (c) upon receipt by sender of confirmation return email (response back). . 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. All notices to a Party required under this Agreement shall be in writing and addressed to the following:
- If to City: City of Apache Junction
 Attn: City Manager
 300 East Superstition Boulevard
 Apache Junction, AZ 85119
- And a copy to: City of Apache Junction
 City Attorney
 300 East Superstition Boulevard
 Apache Junction, AZ 85119
- If to Tyler: Tyler Technologies, Inc.
 Attn: Chief Legal Officer
 One Tyler Drive
 Yarmouth, ME 04096
21. Client Lists. City agrees that Tyler may identify City by name in client lists, marketing presentations, and promotional materials.
22. 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 City receives an open records or other similar applicable request, City will give Tyler prompt notice and otherwise perform the functions required by applicable law.

23. Authorized Signatures. 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.

24. Cooperative Procurement. The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures "SAVE" cooperative. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Tyler. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others. Tyler reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

25. 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

[Remainder of page intentionally left blank.]

CONSULTANT:
TYLER TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Its: _____

CITY:
CITY OF APACHE JUNCTION, ARIZONA, an Arizona
municipal corporation

By: Jeff Serdy
Its: Mayor

ATTEST:

Kathleen Connelly, City Clerk

APPROVED AS TO FORM:

R. Joel Stern, City Attorney

STATE OF _____)
) ss.
County of _____)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20__, by _____ as _____ of Tyler Technologies, Inc., a Delaware corporation.

Notary Public

My Commission Expires:

(seal)

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this ____ day of _____, 20____, by Jeff Serdy, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

(seal)



Exhibit A

Investment Summary

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

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Quoted By: Jennifer Wahlbrink
 Date: 5/1/2017
 Quote Expiration: 9/29/2018
 Quote Name: City of Apache Junction-ERP-Munis
 Quote Number: 2017-28267-2
 Quote Description: 3-28-18 v.4 SaaS

Sales Quotation For

City of Apache Junction
 300 E Superstition Blvd
 Apache Junction, Arizona 85119
 Phone (480) 474-5066

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Financial:

Accounting/GL	5.0	\$7,713.00	168	\$26,880.00	\$8,200.00
Capital Assets	5.0	\$2,778.00	32	\$5,120.00	\$2,000.00
Cash Management	5.0	\$1,654.00	16	\$2,560.00	\$0.00
Project & Grant Accounting	5.0	\$2,099.00	16	\$2,560.00	\$4,000.00
Purchasing	5.0	\$4,310.00	32	\$5,120.00	\$1,800.00

Revenue:

Accounts Receivable	5.0	\$2,408.00	40	\$6,400.00	\$0.00
General Billing	5.0	\$1,353.00	40	\$6,400.00	\$6,180.00
Tyler Cashiering	5.0	\$3,553.00	24	\$3,840.00	\$0.00

Productivity:

Munis Analytics & Reporting (SaaS)	5.0	\$6,126.00	40	\$6,400.00	\$0.00
Tyler Content Manager SE	5.0	\$5,308.00	32	\$5,120.00	\$0.00
Tyler Forms Processing	5.0	\$4,439.00	0	\$0.00	\$0.00

TOTAL:		\$41,741.00	440	\$70,400.00	\$22,180.00
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Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Install Fee - New Server Install-WIN	1	\$4,000.00	\$0.00	\$4,000.00
POS Cash Installation (Up to 3)	1	\$1,000.00	\$0.00	\$1,000.00
Project Planning Services	1	\$4,000.00	\$0.00	\$4,000.00
Tyler Forms Library - Financial	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - General Billing	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Processing Configuration	1	\$1,500.00	\$0.00	\$1,500.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$21,100.00

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 Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$3,952.00</i>			<i>\$0.00</i>
TOTAL:				\$3,952.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$41,741.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$113,680.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	\$3,952.00	\$0.00
Summary Total	\$117,632.00	\$41,741.00
Contract Total	\$326,337.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$23,290.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Accounting - Budgets up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Checks up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Accounts Payable - Invoice up to 5 years	\$1,800.00	\$0.00	\$1,800.00
Accounts Payable Standard Master	\$1,200.00	\$0.00	\$1,200.00
Capital Assets Std Master	\$2,000.00	\$0.00	\$2,000.00
General Billing - Bills up to 5 years	\$3,500.00	\$0.00	\$3,500.00
General Billing - Recurring Invoices	\$1,680.00	\$0.00	\$1,680.00
General Billing Std CID	\$1,000.00	\$0.00	\$1,000.00
Project Grant Accounting - Actuals up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Project Grant Accounting - Budgets up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$1,800.00	\$0.00	\$1,800.00
TOTAL:			\$22,180.00

Optional SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Bid Management	5.0	\$1,340.00	16	\$2,560.00	\$0.00
Contract Management	5.0	\$1,210.00	16	\$2,560.00	\$3,000.00
Employee Expense Reimbursement	5.0	\$1,340.00	16	\$2,560.00	\$0.00
Inventory	5.0	\$2,745.00	24	\$3,840.00	\$3,240.00
Quatred Inventory Scanning Interface	5.0	\$1,257.00	16	\$2,560.00	\$0.00
Asset Maintenance	5.0	\$3,695.00	56	\$8,960.00	\$8,000.00
Human Capital Management:					
Human Resources & Talent Management	5.0	\$4,607.00	72	\$11,520.00	\$0.00
Payroll w/ESS	5.0	\$10,125.00	160	\$25,600.00	\$18,800.00
Recruiting	5.0	\$1,654.00	24	\$3,840.00	\$0.00
Revenue:					
Animal License	5.0	\$1,061.00	8	\$1,280.00	\$0.00
Business License	5.0	\$2,297.00	32	\$5,120.00	\$7,500.00
Central Property File	5.0	\$1,103.00	8	\$1,280.00	\$0.00
Maplink GIS Integration	5.0	\$2,857.00	8	\$1,280.00	\$0.00
Permits & Code Enforcement	5.0	\$4,741.00	120	\$19,200.00	\$9,000.00
Utility Billing CIS	5.0	\$5,590.00	128	\$20,480.00	\$14,600.00
Productivity:					
Citizen Self Service	5.0	\$2,241.00	8	\$1,280.00	\$0.00
eProcurement	5.0	\$1,613.00	8	\$1,280.00	\$0.00
IVR Gateway	5.0	\$1,257.00	16	\$2,560.00	\$0.00
Postal XPress (Lorton) Annual Subscription	5.0	\$1,495.00	0	\$0.00	\$0.00
Transparency Portal	5.0	\$5,000.00	0	\$0.00	\$0.00
Additional:					
CAFR Statement Builder	5.0	\$4,642.00	32	\$5,120.00	\$0.00

EnerGov Citizen Self Service - LRM	5.0	\$4,734.00	16	\$2,560.00	\$0.00
EnerGov Citizen Self Service - PLM	5.0	\$4,734.00	16	\$2,560.00	\$0.00
EnerGov iG Workforce Apps (SaaS)	5.0	\$0.00	0	\$0.00	\$0.00
EnerGov Licensing & Regulatory Management Suite (5)	5.0	\$4,440.00	72	\$11,520.00	\$8,225.00
EnerGov Permitting & Land Management Suite (5)	5.0	\$4,440.00	136	\$21,760.00	\$10,575.00
Tyler GIS	5.0	\$0.00	0	\$0.00	\$0.00
TOTAL:		\$80,218.00	1008	\$161,280.00	\$82,940.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Animal Licenses	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Asset Maintenance	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Accounts Payable	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Recruiting	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Benefits Enrollment	1	\$5,250.00	\$0.00	\$5,250.00
Business Process Consulting - Budget	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Business Licenses	1	\$21,000.00	\$0.00	\$21,000.00
Business Process Consulting - Bid Management	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Contract Management	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Employee Expense Reimbursement	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Capital Assets	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - General Billing	1	\$21,000.00	\$0.00	\$21,000.00
Business Process Consulting - General Ledger	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - HR Management	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Inventory	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Miscellaneous Cash	1	\$8,750.00	\$0.00	\$8,750.00
Business Process Consulting - Project/Grant Accounting	1	\$21,000.00	\$0.00	\$21,000.00
Business Process Consulting - Munis Permits & Code Enforcement	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Purchasing & Requisitions	1	\$14,000.00	\$0.00	\$14,000.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Business Process Consulting - Payroll	1	\$28,000.00	\$0.00	\$28,000.00
Business Process Consulting - Cash Management	1	\$14,000.00	\$0.00	\$14,000.00
Business Process Consulting - Utility Billing	1	\$28,000.00	\$0.00	\$28,000.00
Configuration Postal Xpress (Lorton)	1	\$1,175.00	\$0.00	\$1,175.00
Install Fee - Transparency Portal	1	\$2,500.00	\$0.00	\$2,500.00
EnerGov Intelligent Objects Automation	64	\$160.00	\$0.00	\$10,240.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Business License	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Permits	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Library - Utility Billing	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Graphing Agent - Addl Cost	1	\$500.00	\$0.00	\$500.00
Tyler Graphing Agent - Flat Fee	1	\$3,500.00	\$0.00	\$3,500.00
Utility Billing CIS - Implementation - Non-Tyler Forms Bill Print and Other Forms	16	\$160.00	\$0.00	\$2,560.00
Utility Billing CIS - Implementation - Use/Bill for Backflow Devices	16	\$160.00	\$0.00	\$2,560.00
TOTAL:				\$405,485.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Asset Maintenance - Closed Work Order History No Cost Data	\$3,000.00	\$0.00	\$3,000.00
Asset Maintenance - Work Order Asset	\$2,000.00	\$0.00	\$2,000.00
Asset Maintenance - Work Order History With Cost Data	\$3,000.00	\$0.00	\$3,000.00
Business License - Bills up to 5 years	\$3,000.00	\$0.00	\$3,000.00
Business License Std Master	\$4,500.00	\$0.00	\$4,500.00
Contracts	\$3,000.00	\$0.00	\$3,000.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Licensing & Regulatory Management	\$8,225.00	\$0.00	\$8,225.00
EnerGov Permitting & Land Management	\$10,575.00	\$0.00	\$10,575.00
Inventory - Commodity Codes	\$840.00	\$0.00	\$840.00
Inventory Std Master	\$2,400.00	\$0.00	\$2,400.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Permits and Code Enforcement - Applications	\$3,000.00	\$0.00	\$3,000.00
Permits and Code Enforcement - Inspections	\$2,000.00	\$0.00	\$2,000.00
Permits and Code Enforcement - Standard - Master Files - Inspections	\$2,000.00	\$0.00	\$2,000.00
Permits and Code Enforcement - Violations	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Assessments	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Backflow	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Balance Forward AR	\$3,500.00	\$0.00	\$3,500.00
Utility Billing - Consumption History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Service Orders	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Services	\$2,500.00	\$0.00	\$2,500.00
Utility Billing - Standard	\$3,000.00	\$0.00	\$3,000.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			\$82,940.00

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

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

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

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

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

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

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

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

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.

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

Permits library includes: 1 Building permit, 1 Trades permit, 1 Zoning permit and 1 certificate of occupancy/completion.

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

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

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

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

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.

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

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

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

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

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

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

The Munis SaaS fees are based on 16 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 Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

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) days prior to the end of the then-current term.

Accounting/GL includes Accounts Payable and Budgeting.



Exhibit B

Invoicing and Payment Policy

Tyler will provide City 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: Tyler will invoice City for the applicable software and services in the Investment Summary as set forth below. City's rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on a quarterly basis for the first two (2) years, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Thereafter, SaaS Fees shall be invoiced on an annual basis. City's annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, City's annual SaaS fees will be at Tyler's then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Notwithstanding anything to the contrary in the Agreement, Tyler shall, by phase, withhold billing and invoicing at an amount equal to fifteen percent (15%) of the fee for each implementation day delivered until the earlier of (i) the Live Date of the applicable Phase or (ii) the Live Date for that Phase as listed in the Statement of Work. The foregoing notwithstanding, if a Live Date is delayed due solely to Tyler's failure to perform, the City may continue to withhold 15% of the fee for each implementation day delivered by an amount of time equal to the delay so caused.
 - 2.4 *Consulting Services:* If City has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon City's acceptance of the Best Practice Recommendations, by module, and 50% upon City's acceptance of custom desktop procedures, by module. If City has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill City the actual services delivered on a time and materials basis.
 - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon City acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill City the actual services delivered on a time and materials basis.

2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. City 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. City may still report Defects to Tyler as set forth in this Agreement.

2.7 *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 the project kick-off meeting.

2.8 *Change Management Services:* If City has 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 Tyler makes it available to City for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when Tyler makes it available to City for downloading.

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

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with Tyler's current Business Travel Policy. Tyler's current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request.

Billing. Fees for software, services, and other items listed in the Investment Summary shall be invoiced to the City in sufficient detail to allow City to understand what charges are being billed. All invoices submitted to City for payment shall be submitted to:

City of Apache Junction
Attn: Finance Director
300 E Superstition Boulevard
Apache Junction, AZ 85119

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler's 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

Payment may also be made by regular mail service through the United States Postal Service. Consultant's mailing payment address is:

Tyler Technologies Inc.
PO BOX 203556
Dallas, TX 75320-3556



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. 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.

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that Tyler will provide to City to ensure the availability of the application services that City has requested Tyler 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.

City Error Incident: Any service unavailability resulting from City applications, content or equipment, or the acts or omissions of any of City's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the Tyler Software is not available for City 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, City Error Incidents and Force Majeure.

III. Service Availability

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

a. City Responsibilities

Whenever City experiences Downtime, City will make a support call according to the procedures outlined in the Support Call Process. City will receive a support incident number.

City must document, in writing, all Downtime that City has experienced during a calendar quarter. City must deliver such documentation to Tyler within 30 days of a quarter's end.

The documentation City 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. Tyler Responsibilities

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

Upon timely receipt of City's Downtime report, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that Downtime for which Tyler were responsible indeed occurred.

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

c. City Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide City with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the City 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 Tyler 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 Tyler of its obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following City 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

City may request a report from Tyler 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.

Tyler performs 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, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with City.

V. Force Majeure

City will not hold Tyler 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, Tyler will file with City a signed request within thirty (30) calendar days following the end of each quarter that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. City 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 – 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. City 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 City's needs and deadlines. The City 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 city infrastructure or the Tyler cloud. The goal is to help guide the City 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 City issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If City 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 City's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages City to communicate the level of urgency or priority of software support issues so that Tyler 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 City'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 City'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.



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Last Updated: [July 18 2013]



Exhibit E
Statement of Work

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Statement of Work

Tyler Technologies

Prepared for:

City of Apache Junction

300 E. Superstition Blvd, Apache Junction, AZ 85119

Prepared by:

Carrie Giesy

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Tyler Technologies, Inc.

www.tylertech.com

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1 Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

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

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	• Accounting/General Ledger • Accounts Payable • Budgeting • Capital Assets • Cash Management • Project & Grant Accounting • Purchasing w/ eProcurement • Accounts Receivable • General Billing • Munis Analytics & Reporting ○ Tyler Reporting Services ○ Munis Office ○ HUB • Tyler Forms Processing • Tyler Content Manager SE	October 15, 2018, or as mutually agreed to in the Project Plan	July 1, 2020, or as mutually agreed to in the Project Plan

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

The Apache Junction's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Apache Junction Project Manager(s) will be responsible for reporting to the Apache Junction executive sponsor and determining appropriate escalation points. The project manager will communicate key issues about the project and the project's overall importance to the organization and update the executive sponsor and organization, as needed, on project progress, decisions and milestones.

2.1.2 Steering Committee

The Apache Junction steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. The steering committee serves as the project team and participates in regular internal meetings. The Apache Junction steering committee is responsible for ensuring the Project has appropriate resources and provides strategic direction for making timely decisions on critical project issues or policy decisions. The Apache Junction steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Apache Junction's executive sponsor provides support to the Project by allocating resources and provides strategic direction. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Apache Junction steering committee and Project Manager to make critical business decisions for the Apache Junction.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Apache Junction. As requested by the Apache Junction, the Tyler Project Manager(s) provide regular updates to the Apache Junction's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Apache Junction shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Apache Junction does not provide acceptance or acknowledgement within

ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the Apache Junction does not agree the particular Deliverable or Control Point meets requirements, the Apache Junction shall notify Tyler Project Manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Apache Junction shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Apache Junction does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The Apache Junction has the ability allocate additional internal resources if needed.
- The Apache Junction also ensures the alignment of their budget and Scope expectations.
- The Apache Junction and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Apache Junction Project Manager(s) ten (10) business days prior to any scheduled on-site or remote sessions.
- Tyler provides notice of any prerequisites to the Apache Junction Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Apache Junction users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Apache Junction is responsible for making decisions based on the options available.
- In the event the Apache Junction may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Apache Junction's responsibility to define, document, and implement.
- The Apache Junction makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The Apache Junction will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The Apache Junction will provide file layouts associated with data extract(s)
- The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract
- The Apache Junction understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance
- The Apache Junction is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database
- The Apache Junction understands each Legacy System data extract submitted for conversion includes all associated records in a single file

- The Apache Junction will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
- The Apache Junction agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)
- At the time the Legacy System data extract(s) are created, the Apache Junction will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution
- The Apache Junction agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)
- The Apache Junction will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data
- Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database
- The Apache Junction agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database
- Tyler will perform an initial data validation, but it is the responsibility of the Apache Junction to ensure the quality and accuracy of the data loaded to the Tyler database
- The Apache Junction and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound
- The Apache Junction may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created
- During Production Cutover, the Apache Junction may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

3.3 Data Exchanges, Modifications, Forms and Reports

- The Apache Junction ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The Apache Junction is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The Apache Junction testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The Apache Junction is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

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

- The Apache Junction will provide network access for Tyler modules, printers, and Internet access to all applicable Apache Junction and Tyler project staff.
- The Apache Junction has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Apache Junction's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Apache Junction does not meet minimum standards of Tyler's published specifications.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the Apache Junction for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments
- The train database will be used by the Apache Junction for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the Apache Junction provides a training room for Tyler staff to transfer knowledge to the Apache Junction's resources, for both onsite and remote sessions. The Apache Junction will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Apache Junction will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Apache Junction determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Apache Junction provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Apache Junction provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the Apache Junction's designated Power Users. The Apache Junction will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to Apache Junction End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with Apache Junction staff to demonstrate a specific function/feature/executable with the Apache Junction is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the Apache Junction to utilize the software. The Apache Junction is responsible for assigning the appropriate Power Users to attend these sessions

- Tyler follows a train-the-trainer approach to allow Apache Junction Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other Apache Junction users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

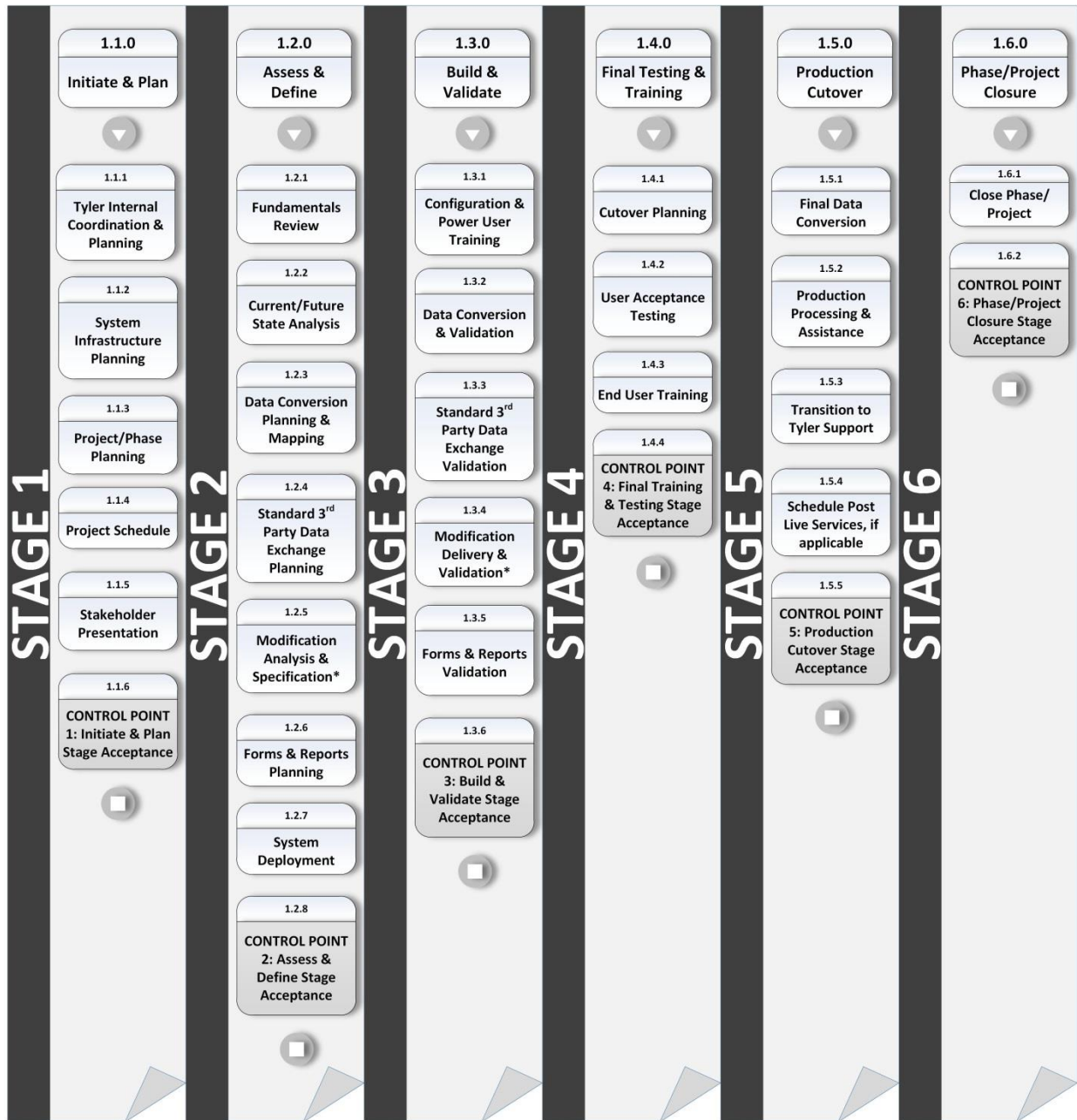
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Apache Junction and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Apache Junction participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

The Apache Junction provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Apache Junction's site. The Apache Junction completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

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

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

4.2.3 Project/Phase Planning

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

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

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

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

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

4.2.5 Stakeholder Presentation

Apache Junction stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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

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

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the Apache Junction's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: Apache Junction reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: Apache Junction acceptance of schedule based on Apache Junction resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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

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

4.3.2 Current/Future State Analysis

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

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

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Apache Junction, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Apache Junction's Legacy System Applications to the Tyler system. Tyler staff and the Apache Junction work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

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

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

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

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

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

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

4.3.6 Forms & Reports Planning

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

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

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

4.3.7 System Deployment

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

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

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

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to Apache Junction business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: Apache Junction acceptance of completed Questionnaire based on thoroughness of capturing all Apache Junction business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the Apache Junction, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Apache Junction's needs
 - Scope: Design solution for Modification
 - Acceptance criteria: Apache Junction accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each Apache Junction in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Apache Junction is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Apache Junction team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed

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

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Apache Junction, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Apache Junction reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Apache Junction to address conversion discrepancies prior to acceptance.

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

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Apache Junction tests each Data Exchange.

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

STAGE 3		Standard 3 rd Party Data Exchange Validation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
	Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
	Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

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

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

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

4.4.5 Forms & Reports Validation

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

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

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

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the Apache Junction to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: Apache Junction accepts data conversion delivery; Apache Junction completes data issues log
- Installation of Modifications on the Apache Junction's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the Apache Junction-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

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

4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

4.5.2 User Acceptance Testing (UAT)

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

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

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

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

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

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

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

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

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

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

The Apache Junction provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Apache Junction may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

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

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

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

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

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

4.6.3 Transition to Tyler Support

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

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

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

4.6.4 Schedule Post-Production Services, if applicable

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

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

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			C	C								A	R	I	C				I	
		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

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

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by Apache Junction Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with Apache Junction Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Apache Junction 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 as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the Apache Junction and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Apache Junction any items that may impact the outcomes of the Project
 - Collaborates with the Apache Junction's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the Apache Junction and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Apache Junction following configuration
- Assists during Production Cutover process and provides production support until the Apache Junction transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with Apache Junction and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the Apache Junction's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.1.7 Tyler SaaS Technicians

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

5.2 Apache Junction Roles and Responsibilities

Apache Junction resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Apache Junction Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources

- Resolves all decisions and/or issues not resolved at the Apache Junction steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 Apache Junction Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Prioritizes the project within the organization
- Serves as the project team and provides technical support for the project
- 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
 - Apache Junction Policies
- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Apache Junction Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Apache Junction resources
 - Attendance at scheduled sessions
 - Change Management activities

- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing
-

5.2.3 Apache Junction Project Manager

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

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for County project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the Apache Junction and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
 - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project

- Routinely communicates with both Apache Junction staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Assists with communicating key project messages throughout the organization
 - Identifies and coordinates all Apache Junction resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to steering committee/project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to Apache Junction technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 Apache Junction Power Users

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

5.2.5 Apache Junction End Users

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

5.2.6 Apache Junction Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Apache Junction's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Apache Junction 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.7 Apache Junction Upgrade Coordinator

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

5.2.8 Apache Junction project Toolset Coordinator

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

5.2.9 Apache Junction Change Management Lead

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

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	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 Apache Junction to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe Apache Junction requirements not available through Tyler software functionality, which will lead to a Modification with Apache Junction acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The Apache Junction is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master 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.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Munis Conversion Summary

7.1 Accounting COA

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

7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4 Accounts Payable Master

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

7.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

7.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

7.7 Capital Assets 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)

7.8 General Billing CID

- Customer information

7.9 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

7.10 General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

7.11 Project Grant Accounting

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

7.12 Project Grant Accounting - Actuals

- Summary project ledger string balances
- Up to 3 years

7.13 Project Grant Accounting – Budget

- Original project ledger budget amounts
- Up to 3 years

7.14 Purchase Orders

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